



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 3, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Reverend Keith Myrick

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 27, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Darryl Cheese for a waiver of the Noise Ordinance at 318 Union Avenue

on September 11 - 13, 2024, from 7:00 p.m. - 10:00 p.m. (District 1).

Request of Clara King for a waiver of the Noise Ordinance at Public Safety Memorial Park on October 19, 2024, from 12:00 p.m. - 4:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider adoption of the 2024-2025 General Fund, Capital Improvement Fund, and Convention Center Fund Budgets

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Christopher McGraw - Propose a cup series track by Nascar at Hank Aaron Stadium as a revenue source.

Dr. Sharon Ingram - Comments about a denied zoning request.

Laurie Hunter - Concerns about affordable housing in Mobile.

Reggie Hill - Comments about housing, public safety, economic development and public service accountability.

12. CIP RESOLUTIONS HELD OVER

08-830 Approve purchase order to Gametime for playground equipment for Crawford-Murphy Park; \$186,913.67 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by John Paine, Purchasing Dept.).

13. RESOLUTIONS HELD OVER

14-775 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

01-818 Authorize agreement with Jaguar Consulting, LLC for HVAC upgrades at the History Museum of Mobile; \$45,425.00; (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

01-819 Authorize addendum to agreement with Samsara, Inc. for drivecams and increase purchase amount; NTE \$800,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-820 Authorize agreement with E. Cornell Malone Corporation for Western Administration Building Re-roofing; \$122,800.00; (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Cassie Boatwright, Real Estate).

01-821 Authorize non-reimbursable agreement with Comcast Cable Communications of Alabama for the Dr. Martin Luther King, Jr. Avenue Complete Streets project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-822 Authorize non-reimbursable agreement with Alabama Power Company for the Dr. Martin King, Jr. Avenue Complete Streets project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-823 Authorize non-reimbursable agreement with AT&T for the Dr. Martin Luther King, Jr. Avenue Complete Streets project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-824 Authorize reimbursable agreement with Alabama Power Company for the Dr. Martin Luther King, Jr. Avenue project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-825 Authorize non-reimbursable agreement with Spire Gulf for the Innovating St. Louis Street Complete Streets project from Broad Street to Water Street (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

02-826 Assent to the annexation by the City of Semmes of territory located within the overlapping police jurisdictions of the City of Mobile and the City of Semmes (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

08-827 Approve item-award bid for engineered wood fiber playground surfacing (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-828 Approve purchase order to the University of South Alabama for EMT courses for MFRD recruit class; \$34,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-829 Approve purchase order to Vulcan Inc., for overhead span wire mounting brackets for traffic engineering; \$22,880.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-831 Approve purchase order to Hughes 360 Services LLC for concrete pads for Traffic Engineering; \$25,850.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-832 Approve purchase order to Wilson Dismukes Inc. for 50 Honda inverter generators for MPD; \$49,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-833 Approve purchase order to Sound Associates Inc., for rental stage, sound, and lighting equipment for Mardi Gras Park concert for Events Department; \$15,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing, Dept.).

08-834 Approve purchase order to Chris Lovvorn Pile Drivers Inc. for removal and disposal of abandoned vessel from Dog River; \$46,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-835 Approve purchase order to Cellebrite Inc. for subscription for forensic extraction device for MPD; \$44,121.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-836 Approve purchase order to Galls LLC for bullet-proof vests for MPD; \$69,530.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

25-837 Authorize and accept permanent sidewalk easements for Dr. Martin Luther King Jr. Avenue Complete Streets project (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout, Real Estate).

37-838 Consider the application of Safe Ride Transport, Inc. to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-839 Appoint Michael Looney to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

31-840 Authorize the Mayor to apply, accept, and receive a grant from the National Weather Service Program Office for a Comprehensive Emergency Action Plan; \$250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

37-841 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Quick Pick; 2311 St. Stephens Road (sponsored by Councilmember Penn).

37-842 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Elev8te Sports Bar and Grill; 2617 Dauphin Street (sponsored by Councilmember Penn).

37-843 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Suga Foot; 2301 Dauphin Island Parkway (sponsored by Councilmember Small).

37-844 Recommend approval to the ABC Board for issuance of a Special Retail - More than 30 days License to Hampton Inn and Suites Mobile; 1028 W I65 Service Road S. (sponsored by Councilmember Daves).

37-845 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to El Comal; 2409 Schillinger Road S. (sponsored by Councilmember Woods).

37-846 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Cody One Market; 231 Cody Road N. (sponsored by Councilmember Gregory).

60-847 Determine an appropriation to Foxfire Neighborhood Association serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-848 Determine an appropriation Lille B. Williamson High School and Middle Grades Preparatory Academy serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60- 849 Approve award of special bonus to Administrative Services Employee of the Month; Barton (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Admin. Services)

15. CIP RESOLUTIONS INTRODUCED

01-850 Authorize contract with Watermark Design Group, LLC for Taylor Park Community Center Improvements; \$470,000.00 (sponsored by Mayor Stimpson and Councilmember Small) (submitted by Cassie Boatwright, REAM).

21-851 Authorize contract with Chris Brewer Contracting, Inc. for 2024 City Wide CIP Sidewalk Repairs & Maintenance; \$926,724.66 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Nick Amberger, Engineering Dept.)

16. RESOLUTIONS BEING INTRODUCED

01-852 Authorize agreement with Jaguar Consulting, LLC for History Museum of Mobile - Chiller Replacement; \$22,000.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

01-853 Authorize Subaward Grant Agreement - Amendment #2 with the State of Alabama for Mobile Area Storm Water Mapping & Resiliency Planning (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs and Project Mgmt.).

01- 854 Authorize agreement with Alabama Department of Transportation for the Dauphin Street Congestion Management Project from Sage Ave. to Springhill Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory).

01-855 Authorize amendment to Agreement with Community of Mobile, Inc. for Old Shell Road Overpass; \$25,000.00 (sponsored by Mayor Stimpson and Councilmember Penn) (submitted by Nick Amberger, Engineering Dept.).

08-856 Approve purchase order to Placer Labs, Inc for subscription to Placer.AI data services for strategic initiatives; \$35,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-857 Approve purchase order to Savant Learning Systems, d/b/a Virtual Academy, for subscription for virtual peace officer training for MPD; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-858 Approve purchase order to Faro Technology for subscription for 3D visual software, equipment, and support services for MPD; \$16,280.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-859 Adopt the 2024-2025 General Fund, Capital Improvement Fund, and Convention Center Fund Budgets (sponsored by Mayor Stimpson) (submitted by Richard Moore, Finance Dept.).

21-860 Authorize contract amendment No.2 with Mott MacDonald Alabama, LLC for Dauphin Street ALDOT project; increase of \$68,011.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

25-861 Authorize Non-Exclusive Access Easement and Right of Way Agreement for access to 4231 Shipyard Road (sponsored by Mayor Stimpson and Councilmember Reynolds) (submitted by Carleen Stout-Clark, REAM).

60-862 Authorize Settlement Agreement and Release of Claim; Gouws (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-863 Authorize Settlement Agreement and Release of Claim; Driscoll (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-864 Authorize Settlement Agreement and Release of Claim; Hawkins (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-865 Call for public hearing to consider assenting to the vacation of a portion of right-of-way located on Ellis Avenue (scheduled for October 8, 2024) (District 2).

18. 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: Darryl D. Cheese
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-463-8610

Organization (if applicable) Church of Divine Restoration

Mailing Address of Applicant 3315 Dauphin Island Pkwy

Telephone No. 251-463-8610 E-mail address ydcheese13@gmail.com

Location or address of event where amplification will be used:

518 Union Ave Mobile, AL 36607

Date of Event: Sept 11-13th Starting Time: 7pm Ending Time: 10pm

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

Type of Event: Church Revival

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

01

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Clara Cunningham King
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-266-9996

Organization (if applicable) Stop Bullying Today Awareness

Mailing Address of Applicant 1822 Dublin St Mobile, AL 36606

Telephone No. 251-266-9996 E-mail address ClaraKing25@yahoo.com

Location or address of event where amplification will be used:

Public Safety Memorial Park

Date of Event: 10-18-24 Starting Time: 12:00pm Ending Time: 4:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Stop Bullying

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE

MOBILE, AL

D5

FR, AUG 23, PM 1:50 RCVD

CityofMobile.org: Addressing City Council Submission

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

Wed 8/28/2024 1:14 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: Christopher McGraw

Date To Address Council: 2024-09-03

Address: 8550 McAdams dr s

Email: Cmcgraw@mullinaxford.com

Phone: 2516358422

Subject And Specific Questions: Hank Aaron stadium. proposition to bring in revenue by adding a cup series track by Nascar. We can level and place a half mile track to compete in the cup series.

Pertain To City Business: By Adding a Cup series track in mobile, we could generate revenue by bringing people from all over the southeast to watch the races. with sponsors from NASCAR we would invite other shops and business that would be attracted by the crowds the races would bring.

Signature: Christopher McGraw

Signature Verify: X

Agree: X

Date Submitted: 2024-08-28 13:13:52

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



CITY CLERK DEPARTMENT

2024 AUG 28 PM 3:55

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Dr. Sharon Ingram Date: 8/28/24
Address: ~~20322222~~ 709 B Pringle Rd 36609
Phone: 251-308-8518 Email: businesssolutions@gabis-mobile.net
Date to Address City Council: 9-3-2024

Subject and/or specific questions (must complete):

Zoning Requests
denied + client was never notified
in May 2024 - Small Businesses do not
receive the "SAC" business treatment as AirBnB.

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

ITS A City of Mobile Dependent

Signature: _____

CityofMobile.org: Addressing City Council Submission

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

Thu 8/29/2024 7:33 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: Laurie Hunter

Date To Address Council: 2024-09-03

Address: 350 Bloodgood St Apt 259

Email: lhunter50@gmail.com

Phone: 2513213663

Subject And Specific Questions: Mobile Housing Authority Matters

Pertain To City Business: Affordable Housing

Signature: Laurie Hunter

Signature Verify: X

Agree: X

Date Submitted: 2024-08-29 07:33:23

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>

Thu 8/29/2024 8:59 AM

To:lhunter50@gmail.com <lhunter50@gmail.com>

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

 1 attachments (828 KB)

COUNCIL RULES OF PROCEDU_2021.pdf;

Greetings,

We have received your request to address the Mobile City Council during the September 3rd meeting.

Your request to speak about Mobile Housing Authority Matters has been **denied** as it does not comply with the Council Rules of Procedure Sec. 2-62 Communications with Council (1)a *Presentations of Petitions and other communications to the Council*. "The written communication must relate to city government." I have attached a copy of the ordinance to this email.

The City Council has no jurisdiction over the Mobile Housing Authority.

You will be allowed to speak about affordable housing in Mobile.

Thank you for your interest in our city government.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>**Sent:** Thursday, August 29, 2024 7:33 AM**To:** City Clerk <cityclerk@cityofmobile.org>**Subject:** CityofMobile.org: Addressing City Council Submission

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

Name: Laurie Hunter**Date To Address Council:** 2024-09-03**Address:** 350 Bloodgood St Apt 259**Email:** lhunter50@gmail.com**Phone:** 2513213663**Subject And Specific Questions:** Mobile Housing Authority Matters**Pertain To City Business:** Affordable Housing**Signature:** Laurie Hunter**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-08-29 07:33:23

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

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, August 29, 2024 1:21 PM
To: Gauthier, Lana
Subject: 9/3 Agenda

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

Madam Asst. City Clerk,

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

I shall address the following:

- * Housing
- * Public Safety
- * Economic Development
- * Public Service Accountability

Thank you for your attention to this matter, and for the continued work of the City Clerk's Office.

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



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 August 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 Gametime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gametime for playground equipment for Crawford-Murphy Park.

CIP - C0975 Crawford Murphy Park Playground Phase 2

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$189,913.67

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>12291</u>	2024	(3032) ARCHITECTURAL ENGINEERING	PLAYGROUND EQUIPMENT FOR CRAWFORD-MURPHY PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$186,913.67	(<u>289913</u>) <u>GAMETIME</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 38111Gametime - Tree Stump	3.00 EACH	877.24000	2631.72
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1 2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			2631.72
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Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

002 38112Gametime - Log Crawl Thru	1.00 EACH	7214.76000	7214.76
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1 2000.80.00.0000.0000.0000.0000.47010.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0975	.CAPEQUIPMT.			7214.76

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

003	38217Gametime - Flower Talk Tube Ground Level 2-5	2.00 EACH	777.00000	1554.00
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1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			1554.00
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Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 3
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			

004	38233Gametime - Forked Balance Beam	1.00 EACH	4278.96000	4278.96
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			4278.96

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

005	504TSALandmark Design GFRC - Mother Tree 2-5 Play Structure	1.00 EACH	66500.00000	66500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47010. E C0975 .CAPEQUIPMT.			66500.00

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

006	91330Gametime - Mother Tree Connector Deck	1.00 EACH	1469.84000	1469.84
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			1469.84

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
007	888-Gametime - 4' Slide - No Hood 91329 1 2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.	1.00 EACH	1460.00000	1460.00
	Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			1460.00
008	91714Gametime - Modern Transfer w/Guardrail 3' Rise	1.00 EACH	3473.96000	3473.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			3473.96
	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
009	PIP-GT-lmpax - 1,423 sqft of Poured in Place Rubber Safety Surfacing - Installed- 117161.75" depth for 4' fall height, 50/50 color black mix.	1.00 EACH	27565.00000	27565.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0975 .CONSTRUCTN.			27565.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
010	INSTALLGametime - Installation of Play Equipment- To include: New sidewalk - 74 feet long x 5' wide, Concrete Curb - 80' linear feet, 1, 423 sqft compacted crushed stone base for Poured in Place Rubber, excavate area to match existing grade. Includes sodding disturbed areas.	1.00 EACH	65578.75000	65578.75
1	2000.80.00.0000.0000.0000.0000.48010. E C0975 .CONSTRUCTN.			65578.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved
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Page 8

Vendor GAMETIME P O BOX 1178	Ship To CRAWFORD PARK 351 SOUTH ANN STREET
------------------------------------	--

MOBILE, AL 36604

PELHAM, AL 35124

Tel#205-368-9279
 Fax 205-663-5012

Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET

MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

011 FREIGHT	1.00	5186.68000	5186.68
	EACH		

Additional Description Notes

PER YOUR QUOTE#104145-01-04; OMINIA PARTNERS CONTRACT #2017001 134

FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @51.208.7635

Vendor Item
 Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.42140.			5186.68
E C0975 .NONCONTRCT.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved
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Page 9

Vendor GAMETIME P O BOX 1178	Ship To CRAWFORD PARK 351 SOUTH ANN STREET
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MOBILE, AL 36604

PELHAM, AL 35124

Tel#205-368-9279
 Fax 205-663-5012

Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET

MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Requisition Link

Requisition Total	186913.67
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0975 .CAPEQUIPMT. .	73714.76	86.33
E C0975 .CAPMATERLS. .	14868.48	86.33
E C0975 .CONSTRUCTN. .	93143.75	86.33
E C0975 .NONCONTRACT. .	5186.68	86.33

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.		
	5186.68	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		
2000.80.00.0000.0000.0000.0000.47010.		



A PLAYCORE Company

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

07/02/2024
Quote #
104145-01-04

Crawford Murphy 2-5 Playground_2024

City of Mobile Parks and Recreation
Attn: Shannon McIntyre
351 South Ann St.
Mobile, AL 36604
UNITED STATES
Phone: 251-208-7635
Fax: 251-208-7894
shannon.mcintyre@cityofmobile.org

Ship to Zip 36604

Quantity	Part #	Description	Unit Price	Amount
3	38111	GameTime - Tree Stump	\$877.24	\$2,631.72
1	38112	GameTime - Log Crawl Thru	\$7,214.76	\$7,214.76
2	38217	GameTime - Flower Talk Tube Ground Level 2-5	\$777.00	\$1,554.00
1	38233	GameTime - Forked Balance Beam	\$4,278.96	\$4,278.96
1	504TSA	Landmark Design GFRC - Mother Tree 2-5 Play Structure	\$66,500.00	\$66,500.00
1	91330	GameTime - Mother Tree Connector Deck	\$1,469.84	\$1,469.84
1	888-91329	GameTime - 4' Slide - No Hood	\$1,460.00	\$1,460.00
1	91714	GameTime - Modern Transfer w/Guardrail 3' Rise	\$3,473.96	\$3,473.96
1	PIP-11716	GT-Impax - 1,423 sqft of Poured in Place Rubber Safety Surfacing - Installed- 1.75" depth for 4' fall height, 50/50 color black mix.	\$27,565.00	\$27,565.00
1	INSTALL	GameTime - Installation of Play Equipment- To include: New sidewalk - 74 feet long x 5' wide, Concrete Curb - 80' linear feet, 1,423 sqft compacted crushed stone base for Poured in Place Rubber, excavate area to match existing grade. Includes sodding disturbed areas.	\$65,578.75	\$65,578.75
Contract: OMNIA #2017001134			Sub Total	\$181,726.99
			Freight	\$5,186.68
			Total	\$186,913.67

OMNIA Partners Contract #2017001 134

Purchase Orders must be made out to GameTime when purchasing through the contract.

V# 209913
C0975

Crawford Murphy 2-5 Playground_2024

07/02/2024
Quote #104145-01-04

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

Crawford Murphy 2-5 Playground_2024

07/02/2024
Quote #104145-01-04

Acceptance of quotation:

MUST BE COMPLETED TO PLACE THE ORDER

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: \$186,913.67

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors : _____

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



Conceptual rendering, actual colors may vary.



Struthers Recreation
 220 Applegate Trace
 PO Box 1178
 Pelham, Alabama 35124
StruthersRecreation.com

Project

CRAWFORD MURPHY 2-5 Playground





PO BOX 1178, PELHAM, AL 35124
P 205.663.5058 | T 800.221.8869
F 205.663.5012
STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-2-614

CRAWFORD MURPHY
2-5 Playground

JOHN KILPATRICK

PROJECT MANAGER

PROJECT

REVISIONS	

AGE GROUP **2-5**

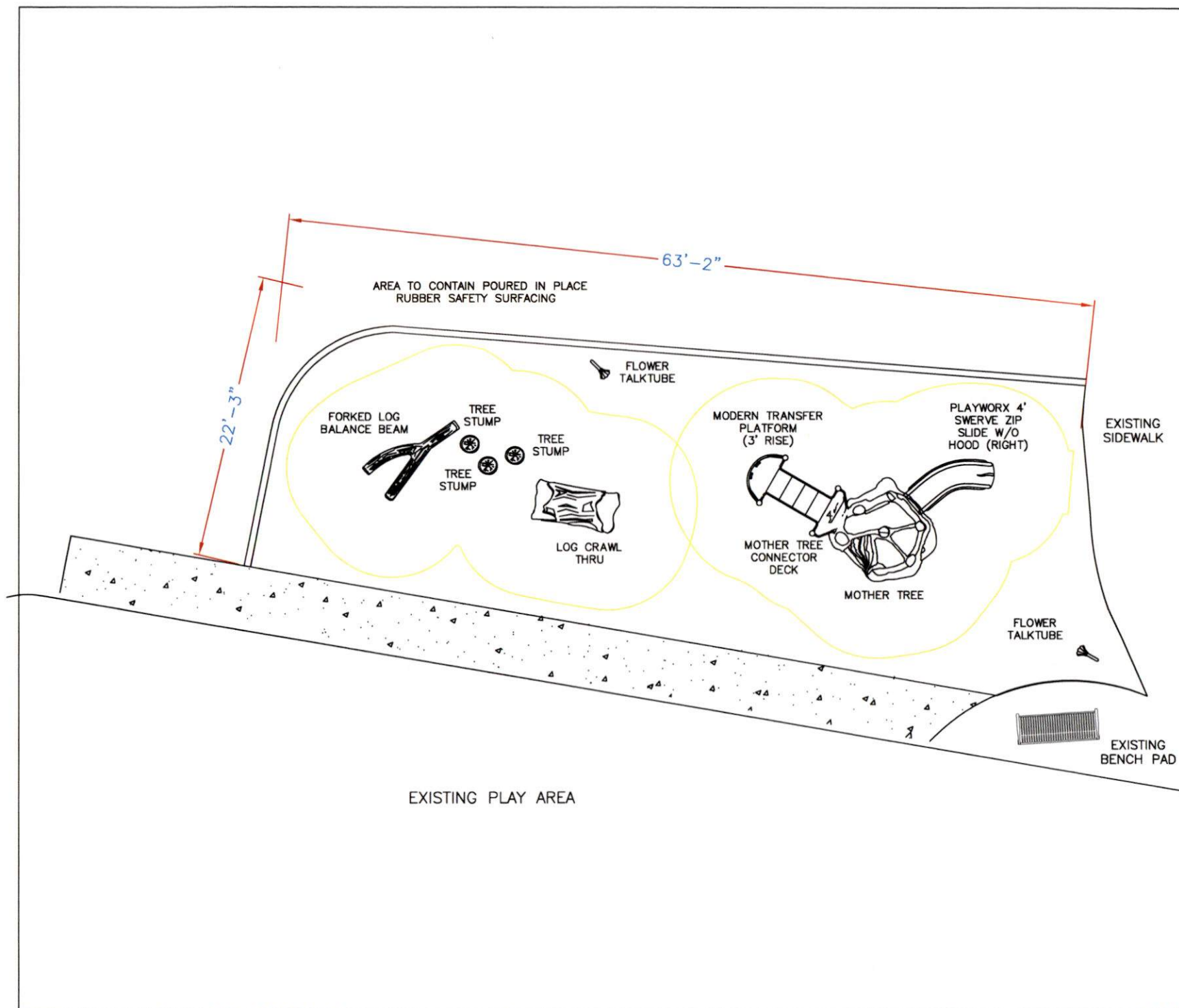
LxW **23x64**

DRAWN BY **M. ISBELL**

DATE **6.24.24**

DWG NAME **104145-A2_R1**

SCALE **NTS**





GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Real Estate

Private Equity

Public Sector



K-12 Education



Higher Education



State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

City of Charlotte, NC | 2017001134



GameTime Contract Documentation

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

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

Executive Summary

- [Uniform Guidance](#)
- [Due Diligence](#)
- [Due Diligence](#)

Master Agreement Documents

- [GameTime Contract 2017001134](#)
- [GameTime Contract 2017001134](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)
- [Contract Amendment 10](#)
- [Contract Amendment 11](#)
- [Contract Amendment 12](#)
- [Contract Amendment 13](#)
- [Contract Amendment 14](#)
- [Contract Amendment 15](#)

Solicitation Process

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
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Real Estate

SOLUTIONS

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Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER



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

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Cooperative District

REVIEWERS:

Tiereney Leverette
Lana Gauthier

2024

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Councilmember Carroll, District 2

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

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application, as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

City Clerk

**APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

TO THE GOVERNING BODIES OF THE CITY OF MOBILE, ALABAMA, THE COUNTY OF MOBILE, ALABAMA AND THE MOBILE DOWNTOWN REDEVELOPMENT DISTRICT:

We, the undersigned natural persons each of whom is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 and file this Application:

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The "Project").

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

3. The proposed members of the District are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), and, the Mobile Downtown Redevelopment Authority (the "RDA").

4. The District shall be governed by a board of directors which shall be comprised of thirteen (13) persons ("Director" or "Directors"). The number of Directors which the governing body of each authorizing subdivision shall be entitled to elect are as follows:

- i. The City shall appoint a total of eight (8) Directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint a total of three (3) Directors, to be appointed one each by the duly elected members of the County Commission.
- iii. The RDA shall appoint two (2) Directors, to be chosen by a majority vote of the board members of the RDA.

5. The proposed location of the principal office shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

6. Each of the applicants is a duly qualified elector of Mobile County, Alabama.

7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

8. The undersigned hereby request that each of the governing bodies of the City, the County, and the RDA adopt a resolution declaring that it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned to proceed with formation of the District by the filing of a certificate of incorporation in accordance with the provisions of ALA. CODE § 11-99B-4.

9. A copy of the proposed form of certificate of incorporation for the District is attached hereto as *Exhibit A* and made a part hereof by reference.

WITNESS OUR SIGNATURES this ____ day of _____, 2024.

Sydney G. Raine

Kimberly Knowles

Ellis Foster

**CERTIFICATE OF INCORPORATION
OF
THE MOBILE REVITALIZATION COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district (the "District") under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge, and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Sydney G. Raine
751 S. Cedar Street
Mobile, Alabama 36603

Kimberly Knowles
16 S Lafayette Street
Mobile, Alabama 36604

Ellis Foster
1603 Cedar Downs Street
Mobile, Alabama 36605

Each of the foregoing named persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

ARTICLE TWO

The period for the duration of the District shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), and the Mobile Downtown Redevelopment Authority (the "RDA").

On _____, the governing body of the City adopted a resolution approving and authorizing the incorporation of this District in accordance with the

Enabling Law, a certified copy of which is attached hereto as *Exhibit A* and made a part hereof by reference.

On _____, the governing body of the County adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as *Exhibit B* and made a part hereof by reference.

On _____, the governing body of the RDA adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as *Exhibit C* and made a part hereof by reference.

ARTICLE FOUR

The name of the District shall be "The Mobile Revitalization Cooperative District". Attached hereto as *Exhibit D* and made a part hereof by reference is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the District is not identical to that of any other corporation or business entity organized under the laws of the State of Alabama or else so nearly similar as to lead to conclusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

ARTICLE FIVE

The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization (the "Project" or "Projects"), provided that a majority of the members of the authority determine, by a resolution duly adopted, that the project and the use thereof would further a public purpose.

The area in which the District proposes to undertake the Projects are within the boundaries of Mobile County, Alabama.

The District shall institute a number of programs to facilitate the development of the Projects. An overview of proposed programs is attached hereto as *Exhibit E*.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of eleven (11) persons ("Director" or "Directors"). The number of Directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective Directors elected by each authorizing subdivision are as follows:

- i. The City shall appoint a total of eight (8) Directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint three (3) Directors, to be appointed one each by the duly elected members of the County Commission.
- iii. The RDA shall appoint two (2) Directors, to be chosen by a majority vote of the board members of the RDA.

Each Director shall have demonstrated professional training or experience in the fields of real estate development, business, architecture, engineering, construction management, history, urban planning, finance, or law, or shall be residents of a Project area as defined by the District.

No elected official shall serve as a Director.

In the event a Director is made a party to a legal proceeding, the District shall indemnify and hold harmless such Director, and shall reimburse the reasonable expenses incurred by any director or officer, to the fullest extent authorized by Alabama law.

ARTICLE SEVEN

Unless otherwise restricted by law, any director may be removed or expelled, with or without cause, at any time by the governing body of each authorizing subdivision that elected, designated or appointed such director, and any vacancy caused by any such removal or expulsion may be filled solely by action of such governing body of each authorizing subdivision.

ARTICLE EIGHT

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the jurisdiction in which the property is located.

ARTICLE NINE

The applications filed with the governing bodies of each of the authorizing subdivisions in accordance with Ala. Code § 11-99B-3 was identical to the copy thereof attached to this certificate of incorporation as *Exhibit F*.

ARTICLE TEN

The District shall have all the powers conferred on corporations of like nature by the Enabling Law, and any amendment to same hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law or any amendments to same hereafter made.

ARTICLE ELEVEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have signed this certificate of incorporation of this ____ day of _____, 2024.

Sydney G. Raine

Kimberly Knowles

Ellis Foster

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney G. Raine, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being

informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Kimberly Knowles, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Ellis Foster, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Commissioner Ludgood, District 2

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

Section 1: That the Mobile County Commission, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the County of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the Mobile County Commission has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the Mobile County Commission does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the Mobile County Commission does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the County Commission shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

Mobile County Commission

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

The Mobile Revitalization Cooperative District

This name reservation is for the exclusive use of Keri Coumanis, 150 Government
St, Suite 2000, MOBILE, AL 36602-3122 for a period of one year beginning
August 05, 2024 and expiring August 05, 2025



RES170511

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

August 05, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State

The Mobile Revitalization Cooperative District Potential Programs and Incentives

The District will facilitate neighborhood revitalization and stimulate the development of attainable and affordable housing by deploying the following programs:

A. Development Subsidies for Redevelopment of Project Area or Specific Site

Development subsidies may be created for new infill single-family residential construction, multifamily construction, renovation of vacant or blighted properties or the redevelopment of strategic sites within the jurisdiction of the District. Subsidies will be used to encourage place-based development, serving the neighborhood (e.g. small businesses, mixed-use, and microenterprises). Strategic redevelopments may utilize other incentives, including tax credits and opportunity zone, and may leverage partnerships with the City of Mobile and Mobile County.

B. District-managed Construction

The District – together with its staff and board of directors – will undertake the development of residential and mixed use construction projects. These projects shall mitigate a blighting factor; be strategically located in order to instigate further development by the private sector; and, result in the creation of additional housing.

C. Establishment of Construction Loan Revolving Fund

The District will establish a Construction Loan Fund. The Fund will be available to investors within identified neighborhoods to encourage the repair and renovation of existing structures. The goal of the Fund is to deploy capital quickly and efficiently in neighborhoods underserved by the private market. The terms of the construction loan may be zero percent interest, low interest (3%) or forgivable. These terms will encourage private investment and stimulate employment opportunities. The revitalization of the existing building stock will provide housing opportunities across multiple price points, as well as stabilize existing property values.

D. Homeownership Incentives

The District, in cooperation with City, County and area financial institutions, will encourage homeownership in target neighborhoods the subject of redevelopment activities,

Documents

Application to Form a Capital Improvement District		
Ex. A	Proposed Certificate of Incorporation	
Certificate of Incorporation		
Ex. A	COM Resolution Authorizing Incorporation	
Ex. B	County Resolution Authorizing Incorporation	
Ex. C	RDA Resolution Authorizing Incorporation	
Ex. D	Name Reservation	
Ex. E	Overview of Proposed Programs	
Ex. F	Application	



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5075

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: History Museum of Mobile - 2nd Chiller Replacement

CAPITAL PROJECT #: C0908 (20002000-42200)

CONTRACT AMOUNT: \$48,425.00 DATE OF
RECEIPT: 8/21/2024

ARCHITECTURAL ENGINEERING PROJECT #: MU-008-24

PROJECT DESCRIPTION: Consultant will provide design for removal of 2nd existing chiller and installation of new chiller including any adjustments, regarding size, power, etc. of 2nd replacement chiller. Design will also include boiler replacement under Alternate #1.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024

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, an Agreement, 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: Jaguar Consulting, LLC

Project Name: History Museum of Mobile – HVAC Upgrades

Project Number: MU-008-24

Amount: \$45,425.00

Adopted:

City Clerk

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, an Agreement, 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: Jaguar Consulting, LLC

Project Name: History Museum of Mobile – HVAC Upgrades

Project Number: MU-008-24

Amount: \$45,425.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP History Museum of Mobile - 2nd Chiller Replacement

CAPITAL PROJECT #: C0908 (20002000-42200)

CONTRACT AMOUNT: \$45,425.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-008-24

PROJECT DESCRIPTION: Consultant will provide design for removal of 2nd existing chiller and installation of new chiller including any adjustments, regarding size, power, etc. of 2nd replacement chiller. Design will also include boiler replacement under Alternate #1.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N **X** ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024



08.15.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "History Museum of Mobile - 2nd Chiller Replacement" in the amount of \$ 0.00.

Updated Docs with page 3 of DBE filled and SAMs Cert included

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org or Jennifer Greene at 251-208-7199 or email at jennifer.greene@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2024
District:	



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
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 Consultant: Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

City of Mobile Business License No.: 35251

Secretary of State Registration No.: 001-001-480

For the following Project: History Museum of Mobile- 2nd Chiller Replacement
65 Government Street
Mobile, Alabama 36602

Project Number: MU-008-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed FORTY FIVE THOUSAND FOUR HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$45,425.00).

1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated July 16th, 2024, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.

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

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Jaguar Consulting, LLC
Address: 8658 Capital Drive North
Phone Number: 251-455-9189
Email address: JaguarEngineers@yahoo.com
Name: Christina Marie, P.E.
License No: 35251

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional 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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated July 16, 2024.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(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. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability

policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply.

“Claims-made” policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant’s Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated July 16, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting

party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: **Jaguar Consulting, LLC**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Christina Marie, P.E., President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, 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 said corporation on the day the same bears date.

Sworn to and subscribed for me this 24 day of July, 2024.

Sharon Hunnicutt
NOTARY PUBLIC

My Commission Expires: 7/14/2025





July 16, 2024

Mr. Jody Russell
City of Mobile
Architectural Engineering Department
Mobile, AL 36602
(251)208-1083 office
(251)605-4921 cell

Re: Engineering Services Fee Proposal
History Museum of Mobile – Chiller & Boiler Replacement
City of Mobile Project Number: MU-008-24

We propose to render Professional Engineering Services for the above referenced project. The owner of this project is The City of Mobile.

The project includes:

The replacement of an existing Chiller in the base bid.

The replacement of an existing Boiler as an additive alternate.

The City of Mobile total estimated budget for this project is approximately \$207,045.

The preliminary cost estimate for the **Base Bid** work to be designed by Jaguar Consulting and Dell Consulting is \$328,174.00. Specifically, the design will include HVAC Chiller Replacement and electrical power systems to support the new HVAC work. No controls or support equipment not specifically listed are included in the design scope.

The specific extent of **Base Bid** work includes:

1. HVAC
 - a. Replacement of existing Chiller.
2. Electrical
 - a. Power to support replacement of Chiller.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below for **Base Bid**:

100% Construction Documents	\$23,850.00
Construction Administration	\$6,000.00

We propose a lump sum fee of \$29,850.00 for the base bid. Additional services, if authorized, will be charged at our hourly rates which are attached.



The preliminary cost estimate for the **Alternate Work** to be designed by Jaguar Consulting and Dell Consulting is \$151,883.00. Specifically, the design will include HVAC Boiler Replacement and electrical power systems to support the new HVAC work.

The specific extent of alternate work includes:

1. HVAC
 - a. Replacement of existing Boiler.
2. Electrical
 - a. Power to support replacement of Boiler.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below for **Alternate Work**:

100% Construction Documents	\$12,575.00
Construction Administration	\$3,000.00

We propose a lump sum fee of \$15,575.00 for the alternate work. Additional services, if authorized, will be charged at our hourly rates which are attached.

We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____
Date: _____

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

2nd Chiller Replacement

Project #MU-008-24

The Consultant will provide design for removal of the second chiller and installation of new chiller including any adjustments regarding size, power, etc. of second replacement chiller. Design will also include boiler replacement under Alternate #1.

END OF SCOPE OF WORK



Effective Date: January 1, 2023

HOURLY RATES

<u>Classification</u>	<u>Rate/Hour</u>
Senior Principal/Partner	\$264
Principal/Partner	\$215
Registered Engineer (P.E.)	\$165
Senior Designer – Partner	\$155
Senior Designer	\$120
RCDD	\$132
Engineer (E.T.)	\$103
Engineering Designer	\$94
Drafting	\$81
Clerical	\$66

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

Mobile History Museum
Chiller and Boiler Replacement (Alternate)
Tuesday, July 16, 2024
City of Mobile Project Number: MU-008-24

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MECHANICAL - DIVISION 23				
Common Work Results				
Selective Demolition				
Boilers				
Gas (Alternate)	1	Ea.	\$5,480.00	\$5,480.00
Water chiller	1	Ea.	\$15,160.00	\$15,160.00
Subtotal				\$20,640.00
HVAC Equipment				
Heating Boilers				
Gas-Fired				
Hot water (Alternate)	1	Ea.	\$76,160.00	\$76,160.00
Rotary-screw water chillers				
Air-Cooled Chiller	1	Ea.	\$157,500.00	\$157,500.00
Chiller Labor	1	Lot	\$47,250.00	\$47,250.00
Boiler Labor (Alternate)	1	Lot	\$22,848.00	\$22,848.00
Subtotal				\$303,758.00
Mechanical Subtotal (Alternated Excluded)				\$219,910.00
Alternate Mechanical Subtotal				\$104,488.00
ELECTRICAL - DIVISION 26				
ELECTRICAL DEMOLITION				
Disconnect and removal of existitng power to an existing Chiller.	1	Ea.	\$3,000.00	\$3,000.00
Disconnect and removal of existitng power to an existing Boiler. (Alternate)	1	Ea.	\$1,500.00	\$1,500.00
Subtotal				\$4,500.00
ELECTRICAL RENOVATION				
Power to new Chiller.	1	Ea.	\$11,500.00	\$11,500.00
Power to new Boiler. (Alternate)	1	Ea.	\$2,500.00	\$2,500.00
Subtotal				\$14,000.00
Electrical Subtotal (Alternated Excluded)				\$14,500.00
Alternate Electrical Subtotal				\$4,000.00
MEP Subtotal (Alternated Excluded)				\$234,410.00
Contingency/Unknown/Unestimated				\$58,602.50
Overhead and Profit				\$35,161.50
MEP TOTAL (Alternated Excluded)				\$328,174.00
MEP Subtotal (Alternate)				\$108,488.00
Contingency/Unknown/Unestimated				\$27,122.00
Overhead and Profit				\$16,273.20
MEP TOTAL (Alternate)				\$151,883.20
MEP TOTAL (BASE BID PLUS ALTERNATE)				\$480,057.20



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	SAGUAR CONSULTING, LLC
Address	8658 CAPITAL DRIVE MOBILE, AL 36685
Telephone	251-455-9189
E-Mail	SAGUARCONSULTING@YAHOO.COM

RFP/RFQ Solicitation Number	
Project Description	ML-008-24 HISTORY MUSEUM AND CHILDREN RE-PLACE.
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINA MARIE
Signature: Christina Marie Date: 7/23/24
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: _____ Title: _____
Email: _____ Phone: _____
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



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

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Dequar Consulting LLC Your Bid/Proposal Amount \$ 45,425.00 Date: _____

7 / 24 / 2024 Description mu-008-24 History museum of mobile and Chiller Replacement

Name of Bidder/Proposer: Christina mae

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: _____

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

		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. _____



www.sba.gov/wosbready

Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

7/28/2023

Christina Marie
JAGUAR CONSULTING LLC
900 DOWNTOWNER BLVD.
MOBILE, AL

Dear Christina Marie:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as an Economically-Disadvantaged Women-Owned Small Business (EDWOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your certification is valid for three years from the date of this letter. To maintain its status as a certified EDWOSB, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining EDWOSB certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in [WOSB.Certify.sba.gov](https://wosb.certify.sba.gov). Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contract Program, please visit: <https://www.sba.gov/wosbready>.
- SBA's 7(j) Program: EDWOSB firms may also be eligible for 7(j) management and technical assistance by contacting their local SBA district office please visit: <https://www.sba.gov/tools/local-assistance>.

As a certified EDWOSB eligible to participate in the WOSB Program, **you CAN** use the [EDWOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting





JAGUAR CONSULTING LLC	
Entity ID Number	001-001-480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

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



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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 HESTER, THOMAS & ASSOCIATES LLC 851 E I-65 Service Road South Ste 110 Mobile, AL 36606		CONTACT NAME: PHONE (A/C, No, Ext): (251)470-9915 E-MAIL ADDRESS: andy@htains.com FAX (A/C, No): (251)470-9971		
INSURED Jaguar Consutling, LLC 8658 Capital Drive N MOBILE, AL 36695		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Wilmington Insurance Company		
		INSURER B: Hiscox Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	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 Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 ☐ 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 ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE	Y	Y	XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A	N	A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence \$2,000,000 Aggregate \$2,000,000

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

Engineering Services: Design and Consulting

City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

Project Name: History Museum of Mobile - 2nd Chiller Replacement - Project Number: MU-008-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend 36-Month Contract with Samsara Inc to increase allowance of quantity and types of equipment and software licenses for vehicle dash camera services for Risk Management and Fleet Management. Resolution increases NTE expenditure authority up to \$880K (from \$646K) over contract term. Contract term remains through July 2026,

Amount of Contract:

NTE \$800K

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 2024 Samsara1 Addendum Agenda Package

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 13 August 2024
Date

Item No. _____

Submitted by: Risk Management/Public Services
Department

Daniel Davis/Marc Vassallo
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Rob Lasky, Public Safety/Shonnda Smith/Public Wks
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Contract with Samsara Inc. and increase purchase authorization amt

PURPOSE & SCOPE OF PROJECT:

Amend 36-Month Contract with Samsara Inc to increase allowance of quantity and type of equipment and software licenses for vehicle dash camera services for Risk Management and Fleet Management. Term remains through July 2026, NTE amount to \$800K. Motor Pool Capital.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$800K over 3 years

FUNDING SOURCE:

Budget Item: 70007000 42110

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: \$216,826.00

Future years

Year: 2024-2025, 2025-2026

Amount: @ \$291,587.00

**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: GSA Contract GS-35F-327GA

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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, Addendum 1 to the Agreement, by and between the City of Mobile and Samsara, Inc.. dated July 25, 2023, for Fleet Vehicle Camera Services, to provide the option to purchase additional quantities and types of fleet vehicle camera services and equipment, as outlined in the agreement amendment attached hereto and made a part hereof as though set forth in full, and to increase the amount authorized to be spent under the agreement to not exceed \$800,000.00 over the agreement term.

A copy of said agreement amendment is on file in the Office of the City Clerk.

Adopted:

City Clerk



Addendum 1 to Agreement for Fleet Vehicle Camera Services

THIS ADDENDUM No. 1 to ("Addendum") is entered into on this second day of August, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Samsara Inc. ("Service Provider").

RECITALS

- A. Service Provider and the City entered into an Agreement for fleet vehicle camera services on or about July 25 2023, (collectively, the 'Agreement') for a sixty-month period to expire July 24, 2028.
- B. The Quote Summary section of the Agreement sets a Rate Schedule for services provided for 500 dual facing cameras, associated equipment, and licenses for both the cameras and gateways.
- C. The City desires to increase the number of dual-facing drive cameras and gateways to up to 750, and be billed according to the actual number of cameras and gateways in the applicable Add-On Order Form (as defined below).
- D. The City desires to add camera connectors, licenses, and connectivity, for up to 30 trash collection vehicles at the discretion of the City in an applicable Add-On Order Form.
- E. The City desires to add up to 100 assets tags and licenses for the tracking of other selected City capital assets in an applicable Add-On Order Form.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- A. The services, terms, and conditions of the Agreement remain in effect.
- B. Samsara Quote # Q-896393 (the "Order Form") is added to the Agreement to supplement the additional optional equipment and services, to include any additional installation fees, shipping fees, hardware and accessories, licenses, and bundles. The quote will run concurrently with the existing agreement, referencing GSA Contract GS-35F-327GA.
- C. Subject to the applicable Samsara Software license terms, during the Initial Term of the Order Form ("Initial Order Form"), Customer has the option to order additional Products at the same pricing as the Products originally purchased under

the Order Form. This option applies only to Products of equivalent functionality originally purchased under the Initial Order Form. The Samsara Software license term of any add-on Order Form ("**Add-On Order Form**") will be set to match the then-remaining license term of the Initial Order Form, so that the Initial Order Form license term and the Add-On Order Form license term expire on the same date. The total cost of the Samsara Software licenses for an Add-On Order Form will be prorated based on their actual license term, rounded up to the nearest month, as compared to the full then-active license term of the Initial Order Form. For clarity, any order of additional Hardware under this provision requires purchase of a new license for the applicable Samsara Software for each such Hardware unit.

D. The City Public Services director is the City's designated representative for ordering services under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, Samsara Inc.

, Its Executive VP,
Chief Legal Officer (title)
On behalf of Service Provider

August 2, 2024 Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

Exhibit A

Samsara Quote

Rest of Page Intentionally Blank
Quote on Following Page



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-896393

Issued 07-29-2024

Expires 08-09-2024

GSA Contract #: GS-35F-327GA

Prepared For:

City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

Prepared By:

Lisa Page
lisa.page@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$1,206.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$148,206.00

**Payments Beginning Year
Two**

USD \$147,000.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

SHIP TO Charles Sumrall
770 Gayle St
Mobile, Alabama, 36604
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 4 HW-CM34	250	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	250	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	250	\$0.00	\$0.00
AHD Camera Connector (1 camera) HW-CM-AHD1	100	\$0.00	\$0.00
Extension Cable for Camera Connector CBL-CM-B3AU	100	\$0.00	\$0.00
AT11 - Unpowered Asset Tracker HW-AT11	100	\$0.00	\$0.00
Hardware Due			USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	250	\$264.00	\$66,000.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	250	\$165.60	\$41,400.00
License for HD Camera Connector (1 camera) LIC-CM-AHD1	100	\$300.00	\$30,000.00
Asset Tag License LIC-AT-TAG	100	\$96.00	\$9,600.00
Annual License Due			USD \$147,000.00

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:

Print Name:

Date:

Title:

RESOLUTION

Sponsored by:

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 Samsara, Inc., for three years, for \$646,426.00 , to provide fleet vehicle camera services and equipment, 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: JUL 24 2023



City Clerk



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-793868

Issued 06-05-2023

Expires 07-14-2023

Prepared For:

City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

GSA Contract #: GS-35F-327GA

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 60
Months

Installation \$70,000.00

Installation (\$70,000.00)

Shipping and Handling \$2,026.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

First Year Payment \$216,826.00

Payments Beginning Year Two \$214,800.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change



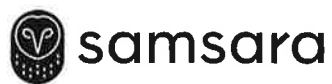
Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Charles Hines
2851 Old Shell Road
Mobile, Alabama, 36607
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	500	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	300	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	300	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	200	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	200	\$0.00	\$0.00
Hardware Due			\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	500	\$264.00	\$132,000.00
		Annual License Due	\$132,000.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	500	\$165.60	\$82,800.00



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Annual License Due	\$82,800.00
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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features—including but not limited to WiFi hotspot and ELD capabilities—you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Initial installation services will be provided by an installation partner recommended by Samsara at no cost to the Customer. The time for installation will be mutually agreed upon by Customer, Samsara and any third-party provider as applicable. The Parties agree that to the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services, notwithstanding any acceptance or delivery requirements or delays with respect thereto



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature:

William S. Stimpson

Print Name:

William S. Stimpson

Date:

7/25/23

Title:

Mayor





This Master License and Services Agreement is entered into as of June 28, 2023 (“**Effective Date**”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 (“**Samsara**”) and City of Mobile, an Alabama municipal corporation and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 205 Government St, Mobile AL 36602 (“**Customer**” and, collectively with Samsara, the “**Parties**”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “**Agreement**”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 “**Account**” means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 “**Customer Data**” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.9 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

1.10 “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

1.11 “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer (“**Initial Term**”), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.12 “**License Start Date**” means (a) the license start date described in the applicable Order Form; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order: (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to

Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term.

1.13 **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.14 **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

1.15 **"Order Form"** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.16 **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.17 **"Products"** means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.18 **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.19 **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.20 **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.21 **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the

applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.22 **"Renewal Term"** means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.23 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.24 **"Samsara Software Systems"** means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.25 **"Services"** means the Samsara Software and Professional Services.

1.26 **"Support Services"** means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2. **Agreement to Terms.** By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara's direct competitor, as determined in Samsara's sole discretion, except with prior written consent.

3. **Changes to Terms.** Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the

applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy).

5. **License Restrictions.** Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. **Hardware Installation and Equipment Maintenance.** Except as otherwise noted in the Quote, Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions,

which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section in Exhibit B.

7. **Product Updates.**

7.1 **General.** Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 **Pre-Launch Offerings.** From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 **Feedback.** Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "Feedback") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. **Payment, Shipping, and Delivery.** Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of

Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Products(i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara

dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty.

Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at <https://www.samsara.com/legal/data-protection-addendum> reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by the receiving Party without use or knowledge of or reference to any

Confidential Information of the disclosing Party; or (v) as otherwise required by law subject to the terms of this Section.

11.2 **Confidentiality Obligations.** The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. **Proprietary Rights.**

12.1 **Samsara Software.** Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 **Firmware.** The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy), Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. **Connectivity Data Usage.** A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the Samsara

Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. **Non-Samsara Products.** The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. **Publicity.** Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

16. **Term.** The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 **Termination for Material Breach.** Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 **Termination for Non-Appropriation of Funds.** The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the

applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver), 21 (Governing Law), and 22 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of Exhibit B (Samsara Hardware Warranty and RMA Policy).

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Indemnification and Limitation of Liability

18.1 General Indemnification. Samsara will indemnify, defend and hold harmless Customer and its Affiliates, officers,

directors, and employees, from and against any and all liabilities, losses, damages, claims, actions, proceedings, suits, costs, or expenses, including reasonable attorney fees for counsel retained by Customer relating to any third-party claims (collectively, "Losses"), to the extent directly arising out of any fraudulent, grossly negligent, reckless, or willful act or omission of Samsara or its employees, representatives, agents or contractors.

18.2 Third Party Intellectual Property Indemnification.

Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

18.3 No Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS

ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.4 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM OR EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.5 EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or

other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

22.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

22.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation,

please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

22.3 **Assignment.** Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

22.4 **Export Restrictions.** Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.5 Samsara 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 any work subcontracted to perform under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

22.6 The Parties affirm, for the duration of the Agreement, that they will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for any damages resulting therefrom.

22.7 **Nondiscrimination:** 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.

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

22.9 **Boycotts:** By signing this contract, 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.

22.10 **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 name the City of Mobile as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. **General Liability insurance** – public liability

including premises, products and complete operations.

(1) Bodily injury liability:

\$250,000 each person

\$500,000 each occurrence

(2) **Property damage liability** - \$100,000 each

occurrence.

Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined –

\$500,000 per occurrence

b. **Comprehensive – Automobile Liability Insurance**

including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:

\$250,000 each person

\$500,000 each occurrence

(2) Property damage liability - \$100,000 each

occurrence.

(3) Or, (in lieu of (1) and (2) above)

Bodily injury and property damage combined –

\$500,000 per occurrence

c. Professional liability insurance: Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

d. Workers compensation that meets statutory requirements

22.11 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.12 Financed Purchases and Other Payment Arrangements. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by this Agreement, or Samsara's obligations to you under this Agreement. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take

action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

22.13 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.

Email: legalnotices@samsara.com

Telephone: (415) 985-2400

Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

22.14 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS, SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Mobile:

Samsara Inc.

By: William S. Stimpson

By: Ming Tam

Name: William S. Stimpson

Name: Ming Tam

Title: Mayor

Title: Vice President, Legal

Date: 7/25/23

Date: June, 27, 2023

ATTEST: [Signature]
City Clerk

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 27, 2023 in Belmont (city),
California (state) _____ (Zip Code) 94002

[Signature]
Signature of Authorized Officer or Agent

Ming Tam, Vice President, Legal

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 27
day of June, 2023, by Ming Tam

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Ming Tam', written over a horizontal line.

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "Normal Use Conditions" means ordinary use as intended under intended conditions in accordance with the Documentation.

Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization ("RMA") under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model
- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

HARDWARE UPGRADE OPTION AS NECESSARY FOR RENEWAL LICENSE ENABLEMENT

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to the License Expiration Date of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is subject to the Parties’ Master License and Services Agreement (“Agreement”) and sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

“Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered downtime but may be covered under Samsara’s Hardware Warranty Policy set forth in the Hardware Warranty Policy section of Exhibit A (Samsara Hardware Warranty and RMA Policy).

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer’s invoice after receipt of timely written notice of Samsara’s failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Monthly Uptime Percentage of at least 99.99% in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Agreement or this SLA, then Customer will be eligible to receive a Service Credit as follows:

Monthly Uptime Percentage	Number of Days of Service Credit
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Downtime caused in part or in full by any of the following: (i) strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Firmware or Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 121911378--GAUW-22-23	CONTACT NAME: Myream Munoz	
	PHONE (A/C, No, Ext): 408 467 5651 FAX (A/C, No):	
INSURED Samsara Inc. 1 De Haro San Francisco, CA 94107	E-MAIL ADDRESS: myream.munoz@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company Of America	
	INSURER B: The Charter Oak Fire Insurance Company	
	INSURER C: N/A	
	INSURER D: N/A	
INSURER E: N/A		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

SEA-003922925-07

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 ☐ PROJECT ☒ LOC OTHER:	X		H-630-7T125273-TIL-22	08/28/2022	08/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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			BA-7T132381-22-I3-G	08/28/2022	08/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B 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	N/A	UB-7T345706-22-I3-G UB-7T133003-22-I3-G	08/28/2022 08/28/2022	08/28/2023 08/28/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Mobile is additional insured with respect to General Liability and Auto where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36644

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
of Marsh Risk & Insurance Services

Myream Munoz

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CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5074

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Western Administration Building (WAC) Re-roofing

CAPITAL PROJECT #: C0962 (20002000-48010)

CONTRACT AMOUNT: \$122,800.00 DATE OF
RECEIPT: 8/21/2024

ARCHITECTURAL ENGINEERING PROJECT #: BG-064B-21

PROJECT DESCRIPTION: Partial Re-Roofing the main building including replacing missing soffits that fell out due to the bad roof.

VENDOR NAME: E. Cornell Malone Corporation

VENDOR NUMBER: 294429

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: 08/19/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

Partial Re-Roofing the main building including replacing missing soffits that fell out due to the bad roof.

Amount of Contract:

\$122,800.00

Funding Source

C0962 WESTERN ADMIN COMPLEX ROOF REPAIR (20002000- 48010)

ATTACHMENTS:

1. Agreement Contract pack for routing BG-064B-21

REVIEWERS:

Tiereney Leverette

Lana Gauthier



08.16.2024

Dear Council Members:

Attached to this memo is an agreement between the E CORNELL MALONE CORPORATION and the City of Mobile, for the project titled "Western Administrative Complex - Re-Roofing" in the amount of \$122,800.00.

We look forward to continued communication on this important project. Please call me at 251-208-7633 or email me at cindy.klotz@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Klotz, Cindy

A/E Department
251-208-7633

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, 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: E. Cornell Malone Corporation

Project Name: Western Administration Building (WAC) Re-roofing

Project Number: BG-064B-21

Amount: \$122,800.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **Western Administration Building (WAC) Re-roofing**

CAPITAL PROJECT #: **C0962 (20002000-48010)**

CONTRACT AMOUNT: **\$122,800.00** DATE OF RECEIPT: _____

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

PROJECT DESCRIPTION: **Partial Re-Roofing the main building including replacing missing soffits that fell out due to the bad roof.**

VENDOR NAME: **E. Cornell Malone Corporation**

VENDOR NUMBER: **294429**

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: **08/19/2024**

AIA® Document A101® – 2017

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

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

BETWEEN the Owner:
(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)

E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
City of Mobile Business License Number: 100620
Secretary of State Registration Number: 000-934-498

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

Western Administrative Complex Building (WAC) Re-roofing
4851 Museum Drive
Mobile, AL 36608
BG-064B-21
Scope: For partial re-roofing and associated roofing repairs

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Architect Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

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:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$112,800.00
Contingency Allowance: \$10,000.00
Total Bid: \$122,800.00

Alternate: N/A

Total Contract Sum: \$122,800.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1 (WAC Building): One (1) linear foot of the following; remove damaged wood and metal fascia, provide and install new PT wood sub-fascia, provide and install new metal fascia to match existing.	LF	\$50.00
Unit Price #2 (WAC Building): One (1) linear foot of the following; damaged soffit to be removed by others, provide and install new fiber-cement soffit, paint.	LF	\$50.00
Unit Price #3 (WAC Building): Remove and replace one (1) linear foot of metal gutter to match existing.	LF	\$40.00
Unit Price #4 (General): install new Fall Arrest System and Steel Roof Hatch Safety Extension	SET	\$4,200.00

Init.

Handle per drawing Unit Price Detail 5/3-A106.

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(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 A201–2017.

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

§ 5.2 Final Payment

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

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

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

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

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the 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 E. Cornell Malone Corporation has completed the contract for Western Administrative Complex Building (WAC) Re-roofing 4851 Museum Drive Mobile, AL 36608 BG-064B-21. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Roman C. Malone, President
E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
roman@ecmalone.com
602-352-5940

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

Init.

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .4 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
- .5 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - I. Underground Hazard:
Included or X Not Applicable.
- .6 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor

shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .7 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .8 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
 - A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .10 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

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

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key

Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum Five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

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

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
General		
G001	TITLE SHEET, DRAWING INDEX, VICINITY MAP	04/03/2024
G002	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	04/03/2024
Life Safety		
LS103	CODE SUMMARY, BUILDING #3, WESTERN ADMIN. COMPLEX (WAC)	04/03/2024
Architectural		
3 - A100	BUILDING # 3 WAC, LOCATION MAP	04/03/2024

Init.

3 - A101	BUILDING # 3 WAC, ROOF PLAN	04/03/2024
3 - A102	BUILDING # 3 WAC, PHOTOS	04/03/2024
3 - A106	BUILDING #3 WAC, DETAILS	04/03/2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01 10 00	SUMMARY	04/03/2024
01 21 00	ALLOWANCES	04/03/2024
01 22 00	UNIT PRICES	04/03/2024
01 25 12	SUBSTITUTION REQUEST FORM	04/03/2024
01 25 13	SUBSTITUTION PROCEDURES	04/03/2024
01 26 00	CONTRACT MODIFICATION PROCEDURES	04/03/2024
01 30 00	SUBMITTAL PROCEDURES	04/03/2024
01 50 00	TEMPORARY FACILITIES AND CONTROLS	04/03/2024
01 60 00	PRODUCT REQUIREMENTS	04/03/2024
01 70 00	EXECUTION REQUIREMENTS	04/03/2024
01 71 00	CLOSE OUT PROCEDURES	04/03/2024
01 73 29	CUTTING AND PATCHING	04/03/2024
01 78 39	PROJECT RECORD DOCUMENTS	04/03/2024
DIVISION 2	SITE CONSTRUCTION	
02 41 19	SELECTIVE DEMOLITION	04/03/2024
DIVISION 3	CONCRETE – Not Used	
DIVISION 4	MASONRY – Not Used	
DIVISION 5	METALS – Not Used	
DIVISION 6	WOOD AND PLASTICS	04/03/2024
06 10 00	ROUGH CARPENTRY	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	04/03/2024
07 55 20	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING	04/03/2024
07 59 10	MEMBRANE RE-ROOFING PREPARATION	04/03/2024
07 62 00	SHEET METAL FLASHING AND TRIM	04/03/2024
07 92 00	JOINT SEALANTS	04/03/2024
DIVISION 8	DOORS AND WINDOWS – Not Used	
DIVISION 9	FINISHES	04/03/2024
09 91 20	PAINTING	
DIVISION 10	SPECIALTIES – Not Used	
DIVISION 11	EQUIPMENT – Not Used	
DIVISION 12	FURNISHINGS – Not Used	
DIVISION 13	SPECIAL CONSTRUCTION – Not Used	
DIVISION 14	CONVEYING SYSTEMS – Not Used	
DIVISION 22	PLUMBING - Not Used	

Init.

DIVISION 23 HEATING, VENTILATING, AND AIR
CONDITIONING (HVAC) – Not Used.

DIVISION 26 ELECTRICAL – Not Used

DIVISION 28 48 Not Used

.5 Addenda, if any:

Number
Addendum No. 1

Date
04/23/2024

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.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

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

Init.

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control 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 Wastewater 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.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: E. Cornell Malone Corporation

OWNER (Signature)

(Rows deleted)

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

CONTRACTOR (By Signature)

Roman C. Malone, President
(Printed name and title)

ATTEST:

City Clerk

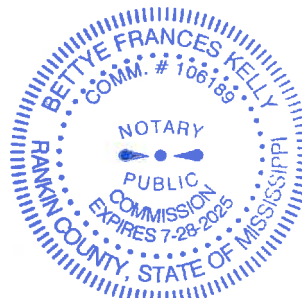
STATE OF Mississippi
COUNTY OF Rankin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roman C. Malone as President of E. Cornell Malone 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 14th day of August, 2024.

NOTARY PUBLIC

My Commission Expires: July 28 2025



PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: E. Cornell Malone Corporation
(Corporate Seal)

By: _____
(Signature)

Name and Title: Roman C. Malone, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: _____
(Signature)

Name and Title: Roman E. Galey, Attorney-in-Fact

Resident Agent: Samuel B. Kent
(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligor, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

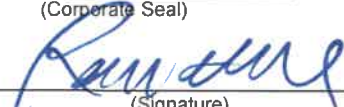
- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Roman E. Gale **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: E. Cornell Malone Corporation
(Corporate Seal)

By: 

(Signature)

Name and Title:
Roman C. Malone, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: 

(Signature)

Name and Title: Roman E. Gale, Attorney-in-Fact

Resident Agent: 

(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

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

Labor and Material Payment Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 20____.





Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



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

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

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

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

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

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

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

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

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



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

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

Section I. Information about your company

FORM 1: Background and Plan

Company	E. Cornell Malone Corporation
Address	7949 Bullitt Drive Mobile, AL 36619
Telephone	602-352-5940
E-Mail	roman@ecmalone.com

RFP/RFQ Solicitation Number	COM #BG-064B-21
Project Description	Western Administrative Complex Building (WAC) Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 180 Female 30 Minority 105 Non-minority SDVO
	Total #of Employees 210

Subcontractor/Major Supplier Plan submitted by:

Printed Name: E. Cornell Malone Corporation

Signature: E. C. Malone Date: 05/01/24

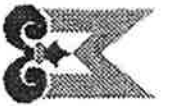
Title: President

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: Shawn Littles Title: Project Manager

Email: shawn@ecmalone.com Phone: 251-300-0455





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

Form 2: Good Faith Effort Documentation

Name of Bidder: E. Cornell Malone Corporation

Contact Person: Shawn Littles

Phone 251-300-0455

Email shawn@ecmalone.com

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

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



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.

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. N/A



E. Cornell Malone Corporation	
Entity ID Number	000-934-498
Entity Type	Foreign Corporation
Principal Address	185 Davis Johnson Dr Suite A Richland, MS 39218
Principal Mailing Address	1 Commerce Drive Suite 200 Hattiesburg, MS 39402
Status	Exists
Place of Formation	Mississippi
Formation Date	06/29/1983
Qualify Date	09/27/2006
Registered Agent Name	NEWTON, ERIK S
Registered Office Street Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Registered Office Mailing Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	09/12/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/12/2017
Registered Agent Changed From	STANLEY, GRIFF 1707 RIDGEDALE DR TUSCALOOSA, AL 35406
Transaction Date	05/09/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	05/09/2024
Principal Office Changed From	439 DORY ST JACKSON, MS 39201
Scanned Documents	
Purchase Document Copies	

E. Cornell Malone Corporation			
Document Date / Type / Pages	09/27/2006	Certificate of Formation	1 pg.
Document Date / Type / Pages	09/12/2017	Registered Agent Change	2 pgs.
Document Date / Type / Pages	05/09/2024	Articles of Amendment	3 pgs.

Browse Results

New Search



Company ID Number: 104997



Approved by:

E-Verify Employer Agent Employer E. CORNELL MALONE CORPORATION	
Name (Please Type or Print) LEIA STEWART	Title HR DIRECTOR
Signature Electronically Signed	Date 03/05/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2008



Company ID Number: 104997

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	E. CORNELL MALONE CORPORATION
Company Facility Address	185 DAVIS JOHNSON DR SUITE A RICHLAND, MS 39218
Company Alternate Address	
County or Parish	RANKIN
Employer Identification Number	640677155
North American Industry Classification Systems Code	238
Parent Company	E. CORNELL MALONE CORPORATION
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 104997



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MS 1



Company ID Number: 104997

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tammve L Knight
Phone Number	601352594032
Fax	6013525944
Email	Tammve@ecmalone.com

Company ID Number: 104997

This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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 Cadence Insurance, A Gallagher Company 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com FAX (A/C, No): 877-288-0152
INSURED E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 185 Davis Johnson Drive, Suite A Richland MS 39218	INSURER(S) AFFORDING COVERAGE INSURER A : Gray Insurance Company INSURER B : Texas Insurance Company INSURER C : Admiral Insurance Company INSURER D : INSURER E : INSURER F : NAIC # 36307 16543 24856

COVERAGES**CERTIFICATE NUMBER:** 583474948**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 (see remarks) GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	XSGL100081	5/1/2024	5/1/2025	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Deductible \$ \$50,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MCS90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	XSAL100088	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ \$50,000
B C	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	Y	JT124XCAN0325901 UX00000082801	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A A 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	GWC100150 GWC100417 XSWC100079	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO THE CERTIFICATE HOLDER, OWNER, AND ANY PERSON(S) OR ORGANIZATION(S) WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:

Blanket Additional Insured with coverage for ongoing and completed operations (Form GIC030265 04/20)

Blanket Primary and Noncontributory (Form CF2001 (12/19))

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cadence Insurance, A Gallagher Company		NAMED INSURED E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 185 Davis Johnson Drive, Suite A Richland MS 39218	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Waiver of Subrogation (Form CG2404 12/19)
 Blanket 30 days notice of cancellation (Form GIC0018 06/12)
 Liability assumed in an "Insured Contract" as defined by form CG0001 04/13.
 Pollution Seepage Buy Back - Sudden and Accidental (Form GIC0077 04/98)
 Designated Construction Projects - General Aggregate Limit (Form 2503 05/09)
 General Liability Deductible: \$50,000
 There are no exclusions on the General Liability Policy for Open Roof, Torch, or Multifamily Unit Coverage.
 General Liability for Leased Equipment:
 Blanket Additional Insured with coverage provided applying on a primary and non-contributory basis

Automobile Liability :
 Blanket Additional Insured (Form GIC0029 04/98)
 Blanket Primary and Noncontributory (CA0449 11/19)
 Blanket 30 days notice of cancellation (Form GIC0018 06/12)
 Blanket Waiver of Subrogation (Form CA0444 10/13)
 Automobile Liability Deductible: \$50,000

Workers Compensation: 3.A - AL, FL, LA, MS, TN, TX, GA
 Blanket Waiver of Subrogation (Form WC000313 04/84).
 Blanket Alternate Employer (Form WC00301A 02/89)
 Blanket 30 days notice of cancellation (Form GIC0018 06/12)
 Workers Compensation deductible: \$50,000

Excess Liability:
 Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation).

Project: BG-064B-21 - Western Administrative Complex Building (WAC) Re-roofing, 4851 Museum Dr. Mobile, AL 36608

Coverage Definition - CG0001 0413
 Automobile - Additional Insured and Waiver of Subrogation- Form - UCA424FCW
 Umbrella - Additional Insured and Waiver of Subrogation Form - UUMB103CCW
 Per attached Umbrella policy form UUMB103CCW, the Umbrella is excess over additional insured in underlying insurance; waiver of subrogation is granted. City of Mobile will be provided with a 30 Day Notice of Cancellation or Material Change with respects to General Liability, Workers Compensation, and Automobile where required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person, organization or company when required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

Person or Organization

Manual Premium

Any person, firm or organization when required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2024
Insured

Policy No. GWC100150

Endorsement No.
Premium

Insurance Company Gray Insurance Company Countersigned by _____

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | 1. Alternate Employer | Address |
|--|----------------|
| If required by written contract, any Alternate Employer. | |
| 2. State of Special or Temporary Employment | |
| Any state listed in item 3.A. of the Information page | |
| 3. Contract or Project | |
| Any contract or project | |

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 5/1/2024
Insured

Policy No. GWC100150

Endorsement No.
Premium

Insurance Company
Gray Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Comcast
2. Signed 7-10-24 Comcast City Form Agreement

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 City hereby accepts a non-reimbursable utility agreement between Comcast and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./Broad Street project.

City Project Number: 2023-2045-01

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

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER 1201074
CITY NUMBER 2023-2045-01
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Comcast, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. 1201074 and consisting approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, and lighting/fencing on the bridge beginning on Dr. Martin Luther King Jr Ave from the Northwest of Butchers Ln to Beauregard St (SR-16); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 10th day of July, 2024.

WITNESS:

COMCAST OF ALABAMA INC.

(Legal Name of Utility)

Donnie Little

BY:

John Dickerson

(Signature)

John Dickerson

(Type or Printed Name)

Construction Specialist

(Type or Printed Title)

3248 Springhill Ave Mobile AL 36607

(Address)

(Address)

RECOMMENDED FOR APPROVAL:

251-348-2234

(Telephone)

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution APCO non
2. Non APCO (D) CITY FORM 1 RELOCATION PRINT
3. Non APCO (D) City Form1 Agreement

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 City hereby accepts a non-reimbursable utility agreement between Alabama Power Company and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./Broad Street project.

City Project Number: 2023-2045-01

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

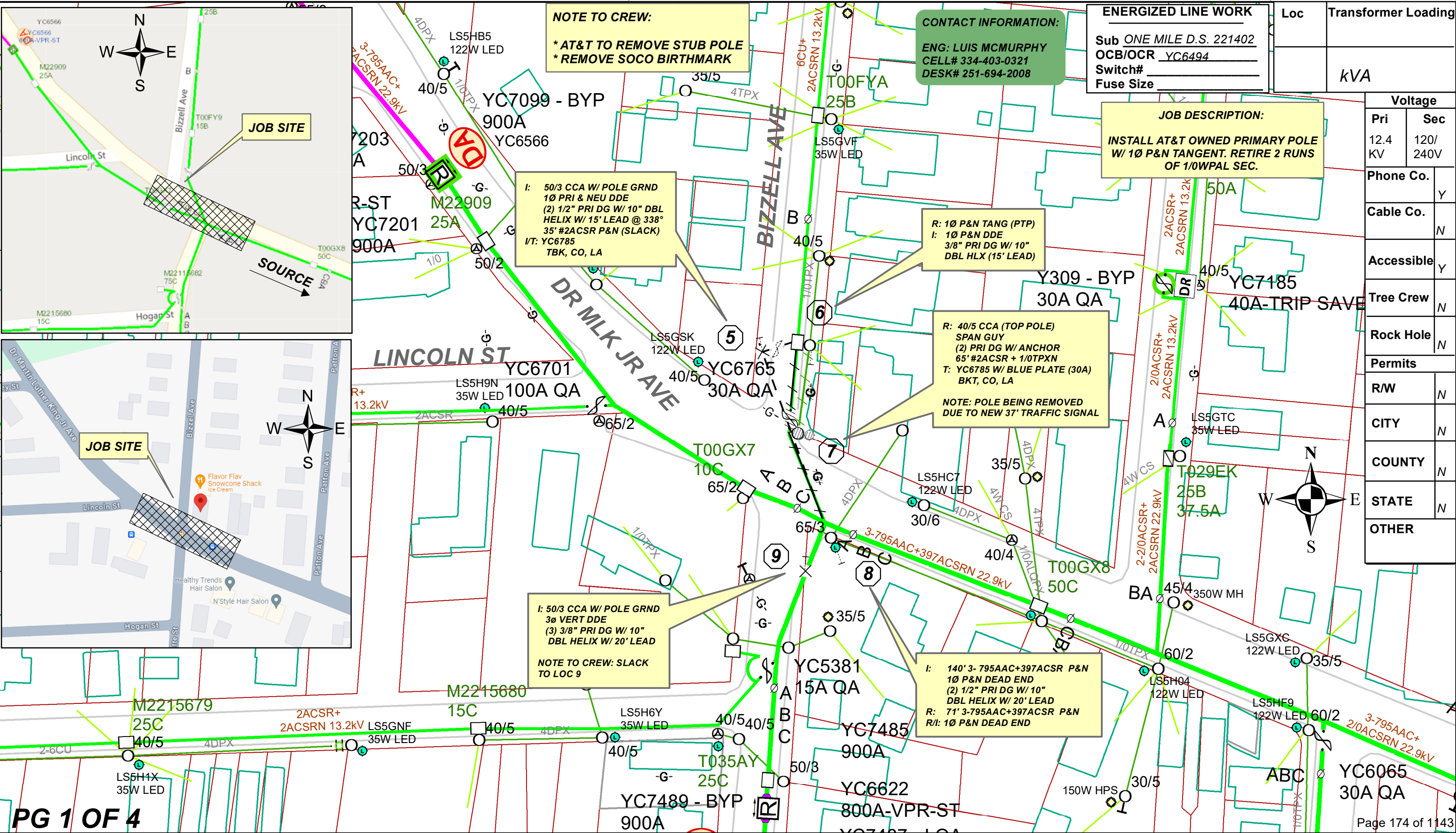
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1304235 11145094

Map Center LatLon:
30.701693 -88.070001

1 inch = 65 feet

Customer CITY OF MOBILE PROJECT NO. TIGER-FAUP-4917(250)	Location 1420 N DR MARTIN L KING JR DR	Cmted. Svc Date	County MOBILE	Section 21	Township 03S	Range 01W	Add'l Info. REROUTE PRIMARY LINE DUE TO 37' TRAFFIC SIGNAL POLE.	Estimate No. A6553-23-A624
Division MOBILE	District EMOB	Town MOBILE, AL	UserID LMCMURPH	Created: 8/20/2024	Substation ONE MILE DS #3 X- 221402 Y- YC6494	MISSALL#		



1 inch = 65 feet

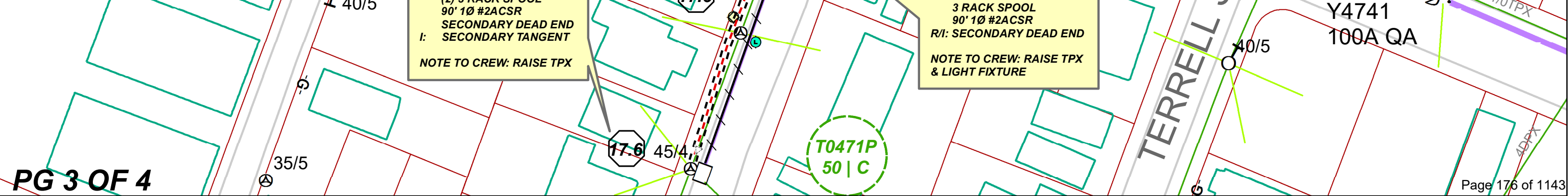
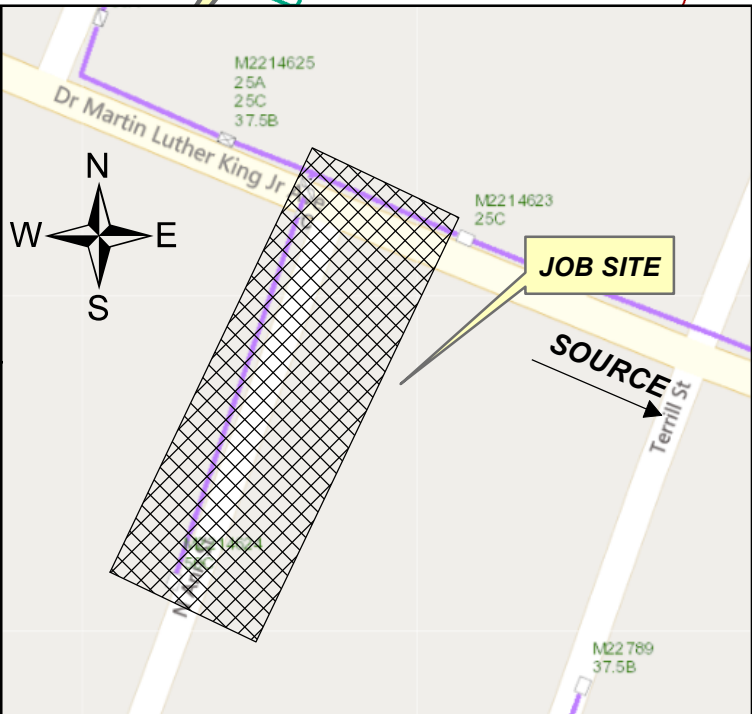
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1306113 11144297

Map Center LatLon:
30.699552 -88.064003

1 inch = 59 feet

Customer CITY OF MOBILE PROJECT NO. TIGER-FAUP-4917(250)	Location 1257 N DR MARTIN L KING JR AVE	Cmted. Svc Date	County MOBILE	Section 21	Township 03S	Range 01W	Add'l Info. RETIRE 1ø P&N LINE BORE UG PRIMARY TO CLEAR CONFLICT W/ 37' TRAFFIC SIGNAL POLE.	Estimate No. A6553-23-A624
Division MOBILE	District EMOB	Town MOBILE, AL	UserID LMCMURPH	Created: 8/20/2024	Substation ONE MILE DS #3 X- 221412 Y- D867	MISSALL#		



NOTE TO CREW:
* AT&T TO REMOVE ANY STUB POLE
* REMOVE SOCO BIRTHMARK

CONTACT INFORMATION:
ENG: LUIS MCMURPHY
CELL# 334-403-0321
DESK# 251-694-2008

ENERGIZED LINE WORK
Sub ONE MILE D.S. 221412
OCB/OCR C6023
Switch# Y4741
Fuse Size

JOB DESCRIPTION:
RETIRE 1ø PRIMARY NEUTRAL
LINE & BORE UG PRIMARY
IN ORDER TO CLEAR CONFLICT
W/ 37' TRAFFIC SIGNAL POLE.

R: 1ø P&N DEAD END
PRI GUY W/ ANCHOR
112' 1/0CTPX SEC
I: 55/3 CCA FOREIGN POLE
ENH GRND
102' #2ACSR NEUTRAL
1ø PRI RISER
290' 1/0AXNJ PRI
290' 2" DIRECTIONAL BORE
R/I: T-BKT, CO, LA
3ø P&N TANG (BH & PTP)
NOTE: LINE WILL BE PLACED UG
DUE TO 37' TRAFFIC SIGNAL POLE
AT THE SW INTERSECTION

R: BKT, CO LA
(2) SEC DEAD END
I: 55/3 CCA FOREIGN POLE
ENH GROUND
SEC TANGENT
R/I: T-BKT, CO, LA
3ø P&N TANG (BH & PTP)
(2) SEC DEAD END
T: 25KVA XFMR ONLY
LED (LSG5MH)
PRIVATE LED FIXTURE

R: 1ø P&N TANG
(2) 3 RACK SPOOL
90' 1ø #2ACSR
SECONDARY DEAD END
I: SECONDARY TANGENT
NOTE TO CREW: RAISE TPX
& LIGHT FIXTURE

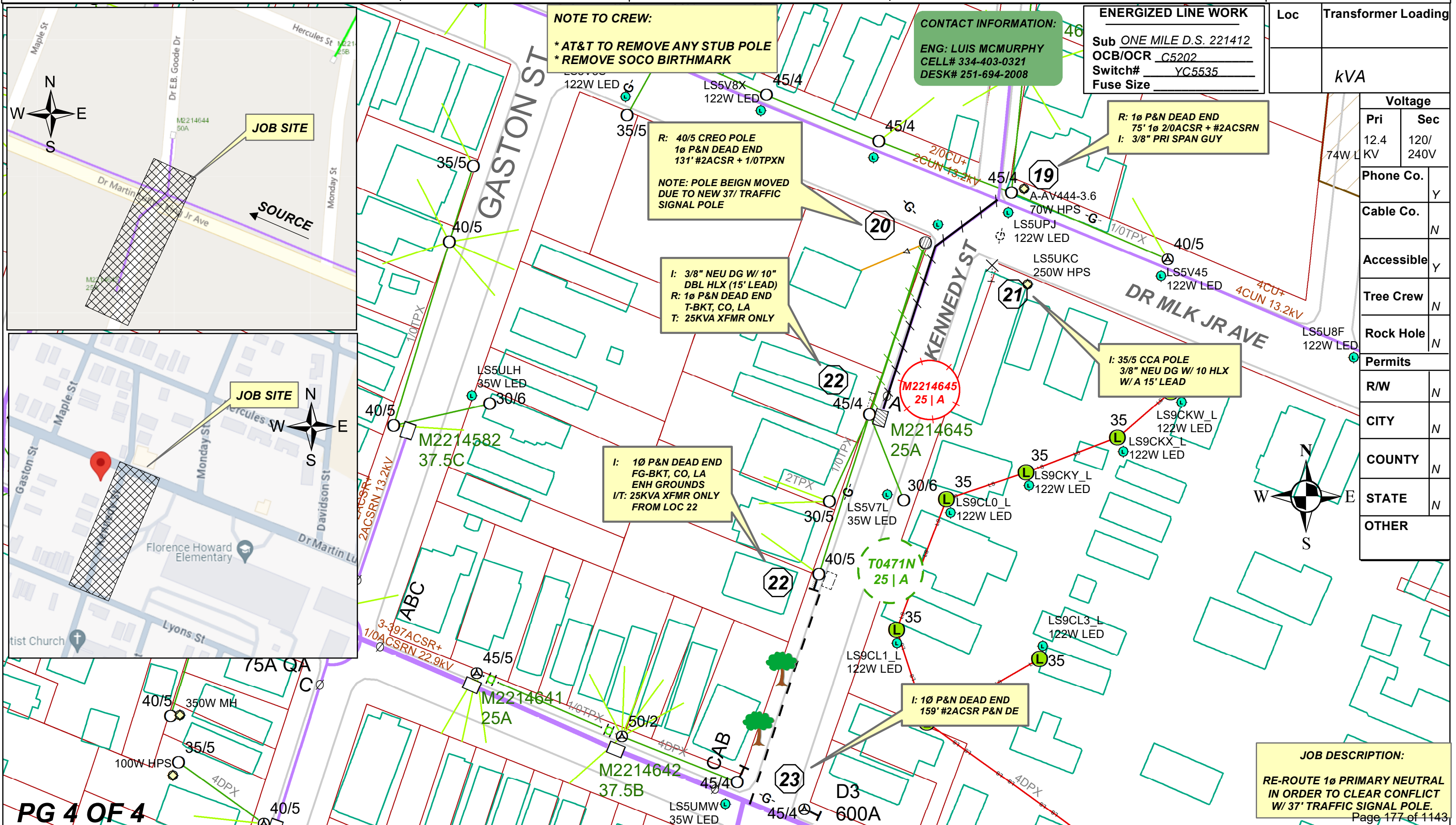
R: 1ø P&N TANG
(2) 3 RACK SPOOL
90' 1ø #2ACSR
SECONDARY DEAD END
I: SECONDARY TANGENT
NOTE TO CREW: RAISE TPX

R: 1ø P&N TANG
3 RACK SPOOL
90' 1ø #2ACSR
R/I: SECONDARY DEAD END
NOTE TO CREW: RAISE TPX
& LIGHT FIXTURE

Voltage	
Pri	Sec
12.4 KV	120/240V
Phone Co.	
Cable Co.	
Accessible	
Tree Crew	
Rock Hole	
Permits	
R/W	
CITY	
COUNTY	
STATE	
OTHER	

1 inch = 63 feet

Loc	Transformer Loading			
	kVA			
74W L CU+ 13.2KV LS5U8F 122W LED T N E S	Voltage			
	Pri	Sec		
	12.4 KV	120/240V		
	Phone Co.		Y	
	Cable Co.		N	
	Accessible		Y	
	Tree Crew		N	
	Rock Hole		N	
	Permits			
	R/W		N	
	CITY		N	
	COUNTY		N	
	STATE		N	
OTHER				



**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER 1201074
CITY NUMBER 2023-2045-01
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Alabama Power, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. 1201074 and consisting approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, and lighting/fencing on the bridge beginning on Dr. Martin Luther King Jr Ave from the Northwest of Butchers Ln to Beauregard St (RSR_16); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this _____ day of _____, 2024.

WITNESS:

Shane Perkins

BY:

Alabama Power Company

(Legal Name of Utility)

Joshua Phillips

(Signature)

JOSHUA PHILLIPS

(Type or Printed Name)

TRANSMISSION LINES SUPERVISOR

(Type or Printed Title)

600 NORTH 18TH STREET, 12S-0782

(Address)

BIRMINGHAM, AL. 35291

(Address)

RECOMMENDED FOR APPROVAL:

205-257-4830

(Telephone)

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF MOBILE

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. City Form ATT
2. Resolution ATT

REVIEWERS:

Tiereney Leverette
Lana Gauthier

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	1201074
CITY NUMBER	2023-2045-01
CITY	Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and AT&T, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. 1201074 and consisting approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, and lighting/fencing on the bridge beginning on Dr. Martin Luther King Jr Ave from the Northwest of Butchers Ln to Beauregard St (SR-16); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 20th day of August, 2024.

WITNESS:

B. SL

BY:

AT&T ALABAMA
(Legal Name of Utility)

Roy Michael Smith
(Signature)

Roger Michael Smith
(Type or Printed Name)

SENIOR SPECIALIST OSP DESIGN
(Type or Printed Title)

2155 OLD Shell Rd
(Address)

MOBILE, AL 36607
(Address)

RECOMMENDED FOR APPROVAL:

251-591-6630
(Telephone)

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

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 City hereby accepts a non-reimbursable utility agreement between AT&T and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./ Broad Street project.

City Project Number: 2023-2045-01

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution APCO reimbursable
2. REimb APCO (D) City Form2 Agreement 1201074 SUBMITTAL
3. APCO (D) Unit Price List.xlsx
4. Invoice_WO_A655323A524

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 City hereby accepts a reimbursable utility agreement between Alabama Power Company and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./Broad Street project.

City Project Number: 2023-2045-01

Funding Account: G-BROADPH4.ELECTRICAL(50175017.42140)

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

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☒	Private Right-of-Way	PROJECT NUMBER	<u>1201074</u>
☒	Public Right-of-Way	CITY NUMBER	<u>2023-2045-01</u>
		CITY	<u>Mobile</u>

THIS AGREEMENT is entered into by and between the **CITY** of Mobile
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
Alabama Power, hereinafter referred to
as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. 1201074 and consisting
approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, & lighting/
fencing on the bridge beginning on Dr. MLK Jr Ave from the Northwest of Butchers Ln to SR-16; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as
applicable, at places where they will interfere with the construction of said project unless said facilities are relocated;
and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is
necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate
same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if
available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the
CITY'S expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the
above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**,
so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans,
specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama
Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both
installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual
on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for
both installation and maintenance of such facilities. Such manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the **CITY** and **UTILITY** 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

- (a) ☐ by **UTILITY'S** own forces
- (b) ☐ by contract let by the **UTILITY**
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
- (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$ 6,181.00 . The total estimated cost including betterment is \$ 00.0.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

600 North 18th Street

Birmingham, Al. 35291

BIN# 12S-0782

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (☒ 100%**CITY** funds; ☐ Federal participation) be used for the utility work in this agreement.

WITNESS:

ALABAMA POWER COMPANY

(Legal Name of Utility)

Shane Perkins

BY:

Joshua Phillips
(Signature)

JOSHUA PHILLIPS

(Type or Printed Name)

TRANSMISSION LINES SUPERVISOR

(Type or Printed Title)

600 NORTH 18TH STREET

(Address)

BIRMINGHAM, AL 35291

(Address)

RECOMMENDED FOR APPROVAL:

205-257-4830

(Telephone)

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF Mobile

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD1	CONSTRUCTION	1	MAINTENANCE	0	\$0.00	\$0.00	0	\$0.00	0.11	\$16.90	\$6.51	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	ST1	CONSTRUCTION	1	MAINTENANCE	0.06	\$5.64	\$3.55	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	LED_COBRA_BRKT_8FT_ORLESS	#N/A	1	NONE	0.84	\$129.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	PL405	POLES - WOOD	1	NONE	0	\$0.00	\$0.00	0	\$0.00	1.35	\$207.45	\$79.90	1	\$5.54
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	1	NO LABOR	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	PL405CCA	POLES - WOOD	1	NONE	3.41	\$524.03	\$201.83	1	\$284.05	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	ST12/0	CONSTRUCTION	1	NO LABOR	0	\$0.00	\$0.00	1	\$2.67	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	GW3/8NEU	GUY5	2	NONE	0.31	\$47.63	\$18.35	1	\$72.41	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	LED_COBRA_BRKT_8FT_ORLESS	#N/A	2	NONE	0.84	\$129.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	PL454CCA	POLES - WOOD	2	NONE	3.99	\$613.16	\$236.16	1	\$377.68	3.17	\$487.15	\$187.63	1	\$22.09
3540824	CITY OF MOBILE TIGER-FAUP-917-250	S2C	CONDUCTOR - SECONDARY	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.48	\$73.77	\$28.41	102	\$12.24
3540824	CITY OF MOBILE TIGER-FAUP-917-250	ANCH105OCKROD3/4TWIN	GUY5	2	NONE	0.97	\$149.06	\$57.41	1	\$134.09	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD1	CONSTRUCTION	2	MAINTENANCE	0.14	\$13.15	\$8.29	2	\$0.00	0.11	\$16.90	\$6.51	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	2	NO LABOR	0	\$0.00	\$0.00	2	\$41.59	0	\$0.00	\$0.00	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.22	\$3.55	1	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SPANGUY5/16	GUY5	2	NONE	0	\$0.00	\$0.00	0	\$0.00	1.46	\$224.35	\$86.41	1	\$14.46
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12	CONSTRUCTION	3	NONE	0.07	\$10.76	\$4.14	1	\$21.91	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	S4DXC	CONDUCTOR - SECONDARY	3	NONE	1.09	\$167.51	\$64.52	84	\$57.45	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	4	NONE	0.07	\$10.76	\$4.14	1	\$20.79	0.06	\$9.22	\$3.55	1	\$0.00
							\$1,799.00	\$599.00		\$1,013.00		\$1,045.00	\$402.00		\$54.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		\$1,000.00	\$390.00	\$1,390.00	LABOR TO HYDROVAC POLES.
Equipment					
Total External Charges		\$1,000.00	\$390.00	\$1,390.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet	
Install/Trans Labor	\$1,799.00
Install/Trans Equip	\$599.00
Removal Labor	\$1,045.00
Removal Equipment	\$402.00
Contractor Labor	\$1,390.00
Labor and Equipment Cost Total	\$5,235.00

Material Cost from Spreadsheet	
Material Cost	\$1,013.00

Salvage From Spreadsheet	
Salvage Credit	\$54.00

From Spread Sheet	
Total Labor and Equipment	\$5,235.00
Total Material	\$1,013.00
E&S +Miscellaneous	-\$13.00
Total Savlage Credit	\$54.00
Total Billing	\$6,181.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total			
Company Labor	\$ 931.00	\$ -		\$ 39	\$ 618	\$ 1,588			
Contract Labor	\$ 1,000.00			\$ 258		\$ 1,258			
Company Material	\$ 729.00					\$ 729			
Contractor Material						\$ -			
Company Equipment	\$ 587.00	\$ -		\$ 25	\$ 389	\$ 1,001			
Contractor Equipment						\$ -			
E & S Supv (Material)	\$ 284.00					\$ 284			
E & S Supv (Labor & Eq)	\$ 982.00	\$ -			\$ 393	\$ 1,375			
Subtotal	\$ 4,513.00	\$ -	\$ -	\$ 322	\$ 1,400	\$ 6,235	Labor & Equipment Cost From JETS Face Sheet		
Blanket							Labor Total	\$2,846.00	
Other Billing							Equipment Total	\$1,001.00	
Salvage	\$ 54.00	\$ -				\$ 54	E&S Labor & Equip	\$1,375.00	
Total	\$ 4,459.00	\$ -	\$ -	\$ 322	\$ 1,400	\$ 6,181	Blanket Cost		
							Total Labor & Equip	\$5,222.00	

Material Cost	\$729.00
E&S Material	\$284.00
Total Material	\$1,013.00

Salvage from JETS	
Salvage Credit	\$54.00

From JETS	
Total Labor and Equipment	\$5,222.00
Total Material	\$1,013.00
Total Savlage Credit	\$54.00
Total Billing	\$6,181.00

ESTIMATE SUMMARY		Utility Cost Breakdown				
Item(s)			Removal	Install	Total	
Engineering, Supervision, & Overheads	\$1,659.00	Engineering/Coordination	\$393.00	\$1,266.00	\$1,659.00	
RW (Acquisition Only)		Labor	\$915.00	\$1,931.00	\$2,846.00	
Construction Labor	\$2,846.00	Transportation/Misc	\$414.00	\$587.00	\$1,001.00	
Materials & Handling Charges	\$729.00	Material	\$0.00	\$729.00	\$729.00	
Transportation & Equipment	\$1,001.00	Blanket Cost	\$0.00	\$0.00		
Blanket Cost		Salvage Credit	\$0.00	\$54.00	\$54.00	
Miscellaneous Expense						
GROSS RELOCATION COSTS	\$6,235.00	TOTAL			\$6,181.00	
*Salvage Credit	\$54.00					
*Betterment		Engr, Supv, OH =	Plant Labor	Plant Material	Plant Equipment	TOTAL
*Joint Use Bell Billing Credit			\$1,931	\$729	\$587	\$3,247
TOTAL CREDITS	\$54.00	Engr, Supv, OH =	\$1,753			
TOTAL REIMBURSABLE COSTS	\$6,181.00					
Rounding may result in +/- \$1						

ALABAMA POWER COMPANY
INVOICE

Date : 21-Aug-2024 02:51 PM

BILLING TYPE: FIXED BUSINESS CODE :

APPLICANT : CITY OF MOBILE TIGER-FAUP-917-250

DATE :

BILL TO : CITY OF MOBILE TIGER-FAUP-917-250

ADDRESS : DR MLK JR AVENUE

CITY : MOBILE AL, 3660 STATE : AL ZIP :

REF. NUMBER : 3540824

WORK ORDER # : A655323A524

CSS Account # : _____

JOB DESCRIPTION : RELOCATE POLES THAT ARE IN CONFLICT WITH NEW SIDE WALK. THIS JOB WILL PLACE POLES 1' INSIDE CITY ROW AND CLEAR SIDEWALK CONFLICTS.

TOTAL PRICE : \$6,181.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to : ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Spire Agreement signed non-imbursable
2. Resolution Spire

REVIEWERS:

Tiereney Leverette
Lana Gauthier

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	STPMB-4924
CITY NUMBER	2018-3005-19
CITY	Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Spire Gulf, hereinafter referred to as the **UTILITY**.

WITNESSETH

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No STPMB-4924 and consisting approximately of the following. St. Louis St improvement from Broad St to Water St

_____, and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same, and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense,

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

- 4 Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
- 6 By signing this contract, the **CITY** and **UTILITY** 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.
- 7 Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
- 8 The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
- 9 The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
- 11 Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this June day of 14, 2024.

WITNESS

Robert B Fuller

BY

Joshua Lessley
(Signature)

Spire Gulf

(Legal Name of Utility)

Joshua Lessley

(Type or Printed Name)

Construction Engineer I

(Type or Printed Title)

2828 Dauphin St

(Address)

Mobile, AL 36606

(Address)

251-450-4635

(Telephone)

RECOMMENDED FOR APPROVAL

BY

CITY ENGINEER/ENGINEER-OF-RECORD

BY

REGION ENGINEER

CITY OF

BY

MAYOR

APPROVED

BY

STATE LOCAL TRANSPORTATION ENGINEER

DATE

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 City hereby accepts a non-reimbursable utility agreement between Spire Gulf and the City of Mobile, for the Innovating St. Louis Street project.

City Project Number: 2018-3005-19

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

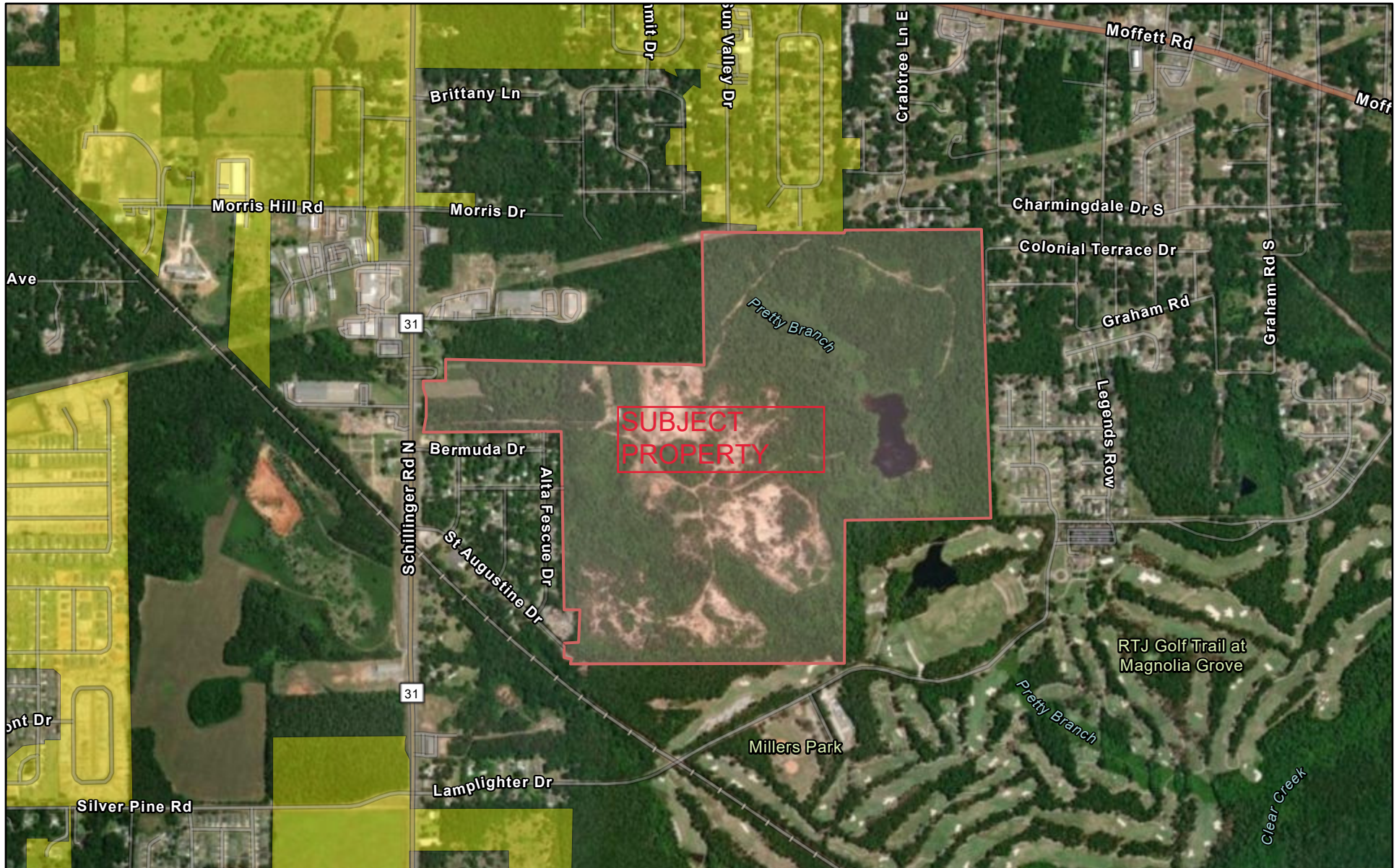
ATTACHMENTS:

1. CITY LIMITS TO PROPERTY - Graham
2. Graham Farms Annexation (002)
3. Mobile City Council Resolution Assenting to Semmes Annexation - Schillinger Road (002)

REVIEWERS:

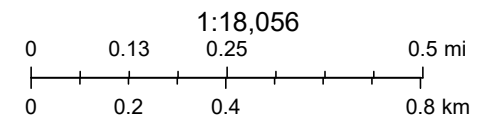
Tiereney Leverette
Lana Gauthier

City of Semmes



12/5/2023, 10:18:52 AM

 City Limits



Esri Community Maps Contributors, City of Mobile GIS Department, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Semmes GIS Department



Petition for Annexation

3940 Illinois Street Semmes, AL 36575

Ph. (251) 649-5752 • planning@cityofsemmesal.gov

APPLICANT(S) NAME Regina G. Norris

ADDRESS 2520 Schillinger Road N Semmes AL 36575

TELEPHONE 251-751-5758 EMAIL reginanorris09@comcast.net

OWNERSHIP

CONFIGURATION:

☐ single parcel/single ownership	☐ multiple parcels/single ownership
☐ single parcel/multiple ownership	☒ multiple parcels/multiple ownership
☐ single parcel/corporate ownership	☐ multiple parcels/corporate ownership

Mobile County Revenue Commission Parcel(s) Number(s) and Key Number(s) See attached list

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.)

Located in Section 31, Township 3 South, Range 2 West, Mobile County, Alabama containing 305.84 acres, more or less.

Applicant must attach a copy of the deed(s) covering the entire subject property. Please supply all metes and bounds descriptions in a compatible electronic format (Microsoft Word) with a copy of the deed.

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

1. Is this property your principal residence? YES ☒ NO ☐
2. Applicants Marital Status: Married ☐ Separated ☐ Divorced ☐ Widowed ☒ Single ☐
3. A. Total number of buildings on subject property: 4 Number of houses 2
B. Number of persons living on subject property: 1
C. Of all persons residing on the property, how many are of voting age (18 years or older)? 1
D. Of all persons residing on the property, how many are: White Black ☐ Hispanic ☐
Asian or Pacific Islander ☐ American Indian/Eskimo/Aleut ☐ Other ☐
E. Number of children in household: 0 Ages: N/A
F. Requested zoning of property if other than R-1 Low-Density Single-Family Dwellings: PUD

I, the applicant(s), certify that all the above facts are true and correct to the best of my knowledge on this the 20th day of June, 2024.

Signature: Regina G. Norris

Signature: _____

PETITION FOR ANNEXATION

To The City of Semmes, Alabama:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City of Semmes this written petition requesting that our property as described be annexed to the City of Semmes, Alabama, under the authority of § 11-42-20 through § 11-42-24, Code of Ala. 1975.

We further certify that said property is contiguous to the city limits of the City of Semmes, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the preceding description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by § 11-42-21, Code of Ala. 1975. A map and legal description of said property is hereto attached.

Initials: RYH

We, the undersigned, fully understand that the City will provide police and fire protection and, if available, the City may provide Right of Way maintenance under our current adopted procedures. **The City makes no commitment to extend water and sewer lines to property that is annexed into the City, or to upgrade drainage or roads by virtue of an annexation. Further the City is prohibited from improving private property.**

Initials: RYH

Furthermore, we certify that we understand fully that, following annexation, **the subject property shall be subject to all laws and codes administered by the City of Semmes**, including, but not limited to, the zoning code, the subdivision regulations, and the municipal code of the City of Semmes.

Initials: RYH

We do hereby request that the City give notice, hold such hearing, and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Semmes, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 20th day of June 2024

Signature Regina G. Norris

Signature _____

STATE OF ALABAMA
COUNTY OF MOBILE

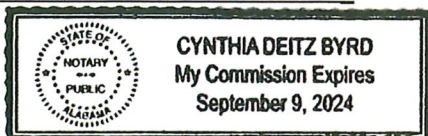
I, the undersigned, a Notary Public in and for said County in said State hereby certify that _____

Regina G. Norris,
whose name(s) is signed to the foregoing instrument and who is known to me on this day that, being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 20th day of JUNE, 2024.

Notary Public Cynthia Deitz Byrd
My Commission Expires _____

(seal)



The City of Semmes
ANNEXATION CHECKLIST

The following is supplemental information that shall accompany the plan(s) at the time of submittal:

A transmittal letter outlining documentation to be reviewed, as follows:

- X 1. Application (Petition)
- X 2. Recorded warranty deed of the subject property (proof of ownership of the property)
- X 3. Letter of authorization (authorization of the agent/representative to act on the owner's behalf), if applicable
- X 4. Legal description of the area to be annexed (usually on warranty deed)
- X 5. Map of property showing relationship to corporate limits (from City of Semmes GIS)
- X 6. One (1) 24" x 36" copy and One (1) 11" x 17" copy of site plan or subdivision plat, if applicable
- X 7. Adjacent property owners list (names and addresses)

Submitted by: Regina D Harris
Applicant or Authorized Agent

Received by: _____
Zoning Official

Submittal Date: _____ / _____ / _____

(Application and other documentation must reflect the information of the owner of the property).



Agent Authorization Form

I/We authorize and permit Engineering Design Group LLC

to act as My/Our representative and agent regarding this application which relates to the property described as tax parcel ID#

23-09-31-2-000-004.000 Key # 345479
23-09-31-2-000-071.001 Key # 2913663
23-09-31-2-000-004.02 Key # 1696640
23-09-31-2-000-004.01 Key # 1696631
23-09-31-2-000-071.002 Key # 2913672
23-09-31-2-000-071.000 Key # 1001880
23-09-31-3-000-001.000 Key # 346156
23-09-31-4-000-002.000 Key # 346860
23-09-31-1-000-002.000 Key # 345433
23-09-31-1-000-001.000 Key # 345424

I/We understand that the agent representation may include but not be limited to decisions relating to the submittal, status, conditions, or withdrawal of this application. I hereby certify that the information stated on and submitted with this application is true and correct.

PROPERTY OWNER 1:

Regina Graham Norris

Name printed

2520 Schillinger Road North

Address

Semmes, AL 36575

City/State

251-751-5758

Phone

reginanorris09@comcast.net

Email

Fax

Signature

Regina Graham Norris

Date

June 20, 2024

PROPERTY OWNER 2:

Deborah Susan Graham Anthony

Name printed

1212 Government Street

Address

Mobile, AL 36604

City/State

251-709-8611

deborahganthony@gmail.com

Phone

Email

Fax

Deborah Susan Graham Anthony

dotloop verified
06/19/24 8:51 PM CDT
BYBH-KJPV-VDSX-MHIF

Signature

Date

PROPERTY OWNER 3:

Kim Smith

Name printed

3174 Dog River Road

Address

Theodore, AL, 36582

City/State

251-391-3354

kimbosmith@bellsouth.net

Phone

Email

Fax

Kim Smith

dotloop verified
06/19/24 6:19 PM CDT
ZPAJ-SDRK-NQPC-RYIN

Signature

Date

PROPERTY OWNER 4:

Charles Wesley Byrd

Name printed

C2 Jamestown House

Address

Meadville, PA 16335

City/State

251-604-1848

grayzone64@gmail.com

Phone

Email

Fax

Charles Wesley Byrd

dotloop verified
06/20/24 11:27 AM EDT
WKJI-TEW8-JTOF-CW01

Signature

Date

PROPERTY OWNER 5:

Name printed

Address

City/State

Phone

Email

Fax

Signature

Date

Mobile County Revenue Commission Parcel Numbers and Key Numbers

Parcel number	Key number
2309311000001XXX	345424
2309311000002XXX	345433
2309312000004XXX	345479
2309313000001XXX	346156
2309314000002XXX	346860
230931200000401X	1696631
230931200000402X	1696640
2309312000071001	2913663
2309312000071002	2913672

2309312000071XXX 1001880

OWNER ADDRESSES FOR LABELS

Key # 345479 & 2913663
Regina G Norris & David Graham
2520 Schillinger Rd N
Semmes, AL 36575

Key # 1696640
Robert David Graham
4131 Hunters Horn Ct
Eight Mile, AL 36613

Key # 1696631
Deborah Susan Graham
1212 Government St
Mobile, AL 36604

Key # 2913672
Regina C Graham Norris
2520 Schillinger Rd N
Semmes, AL 36575

Key # 345433, 346138, 346156, & 346860
Robert David Graham, Regina G. Norris & Deborah G. Anthony
2520 Schillinger Rd N
Semmes, AL 36575

Key # 345424
Charles Wesley Byrd
C2 Jamestown House
Meadville, PA 16335

LETTER OF AUTHORIZATION

To whom it may concern,

We the undersigned represent all the property owners at 2520 Schillinger Road N. Semmes, AL 36575 (approximately 305.84 acres). We authorize Regina G. Norris to act of our behalf to represent the property for Annexation Petition and Master Plan Development Application.

PROPERTY OWNER 1:

Regina Graham Norris

Name printed

Regina Graham Norris

Signature

Date

PROPERTY OWNER 2:

Deborah Susan Graham Anthony

Name printed

Signature

Deborah Susan Graham Anthony

dotloop verified
05/19/24 8:51 PM CDT
JHSA-ORVH-117A-VV7H

Date

PROPERTY OWNER 3:

Kim Smith

Name printed

Kim Smith

dotloop verified
05/19/24 6:19 PM CDT
KSP-30LS-2WLD-VV6Z

Signature

Date

PROPERTY OWNER 4:

Charles Wesley Byrd

Name printed

Charles Wesley Byrd

dotloop verified
06/20/24 11:27 AM EDT
ZWGH-QTHM-ZMNI-ANRP

Signature

Date

PROPERTY OWNER 5:

Name printed

Signature

Date

A RESOLUTION PURSUANT TO CODE OF ALABAMA (1975) SECTION 11-42-21(c) ASSENTING TO THE ANNEXATION BY THE CITY OF SEMMES OF TERRITORY LOCATED WITHIN THE OVERLAPPING POLICE JURISDICTIONS OF THE CITY OF MOBILE AND THE CITY OF SEMMES

WHEREAS, the City Council of the City of Mobile, Alabama, has been notified that Engineering Design Group, LLC, being the representative of the owners of all of the land within the territory herein described (hereinafter referred to as the "Property"), has filed a certain written petition signed by such owner with the City Clerk of the City of Semmes requesting that the Property be annexed into the City of Semmes; and,

WHEREAS, the Property, described in Exhibit A attached to this Resolution and incorporated herein by reference, is contiguous to the City of Semmes and is located within the overlapping police jurisdictions of the City of Semmes and the City of Mobile; and

WHEREAS, pursuant to Section 11-42-21(c), Code of Alabama (1975), the City of Semmes has requested that the City of Mobile adopt a resolution assenting to the annexation of the Property into the City of Semmes, notwithstanding that the Property is located within such overlapping police jurisdictions of the City of Mobile and the City of Semmes; and

WHEREAS, pursuant to Section 11-42-21(c), Code of Alabama (1975), the City of Mobile assents to the annexation of the Property into the City of Semmes, notwithstanding that the Property is located within the overlapping police jurisdictions of the City of Mobile and the City of Semmes.

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

Section 1. The City of Mobile, pursuant to the provisions of Section 11-42-21(c) of the Code of Alabama (1975), hereby assents to the annexation of the Property into the City of Semmes, Alabama, pursuant to Sections 11-42-20

through 11-42-24, Code of Alabama (1975), as amended, notwithstanding that the Property is located within the overlapping police jurisdictions of the City of Mobile and the City of Semmes.

Section 2. The City Clerk shall deliver a certified copy of this Resolution to the City Clerk of the City of Semmes.

Adopted:

City Clerk

EXHIBIT A

Parcel number	Key Number
2309311000001XXX	345424
2309311000002XXX	345433
2309312000004XXX	345479
2309313000001XXX	346156
2309314000002XXX	346860
230931200000401X	1696631
230931200000402X	1696640
2309312000071XXX	1001880
2309312000071001	2913663
2309312000071002	2913672



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Bliss Products and Services, Inc. for delivered engineered wood fiber for playground surfaces for 6 mos, renewable for five additional six month periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20240816 Mulch Agenda Package Bids

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 27 August 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 Engineered Wood Fiber Playground Surfacing

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Bliss Products and Services, Inc. for delivered engineered wood fiber for playground surfaces for 6 mos, renewable for five additional six month periods.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5896

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue 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>5896</u>	Delivered Engineered Wood Fiber for Playground Surfacing	1	\$30.40/cu yd	For six months, then renewable for up to five additional six- month periods.	<u>(296205) Bliss Products and Services, Inc.</u>

Adopted:

City Clerk

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: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/01/2024	5896	VARIOUS	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, WEDNESDAY, AUGUST 14, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURFACING ENGINEERED WOOD The City of Mobile is requesting bids for Surfacing Engineered Wood as per the following specifications. Material must meet or exceed the following: - ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Material within the Use Zone of Playground Equipment. - ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment. - ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. Written laboratory testing results certifying that the material meets the specifications are required and <u>MUST BE PROVIDED WITH THIS BID.</u> Please state cubic yard price \$ _____ CU. YD. Please state your minimum and maximum cubic yard amount per site delivery Minimum Cubic Yards _____ Maximum Cubic Yards _____ The City of Mobile has approximately 8 delivery sites. Vendor will be responsible to unload material at specified sites. Sample: The City reserves the right to request a sample of product bid prior to award. If requested by the City of Mobile Purchasing Department, the sample shall be delivered within 7 working days of request. Delivery location to be determined at time of request. Page 1 of 3					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

Page 226 of 1143

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE. PLEASE SIGN AND RETURN THESE ORIGINAL BID SHEETS.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 University of South Alabama for the EMT course for MFRD Recruit Class 24-03.

Amount of Contract:

\$34,000.00

Funding Source

EMS Expense

ATTACHMENTS:

1. 20240819 USA Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page

Reset

Agenda of: 27 August 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 Unversity of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for the EMT course for MFRD
Recruit Class 24-03.
EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$34,000.00

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: Bid exempt as intergovernmental (AGO 2008-093); 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>11849</u>	2024	(1510) FIRE ADMINISTRATION	EMT COURSE FOR MFRD RECRUIT CLASS 24-03 (BID EXEMPT AS INTERGOVERNMENTAL, PROFESSIONAL SERVICE)	\$34,000.00	(281269) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 1

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR QUOTE
 Vendor Sourcing Notes

Send to: Dean's Office, College of Allied Health Professions, attn:
 Melody Baker Gray, 251-445-9252

001 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 WRIEDEN, COLTON R S, EID 21197
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.		2000.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				FIRE ADMINISTRATION

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

002 TRAINING CLASS	1.00	2000.00000	2000.00
	EACH		

Additional Description Notes

RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024

LIVINGSTON, De'LYNN P, EID 21186

Vendor Item

Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.	2000.00
--	---------

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 CLASS	1.00	2000.00000	2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 JONES, DEVEN L, EID 21185 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
	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	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 O'BRIEN, EVAN P, EID 21190			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account Vendor Item Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
	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			
005	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 HIGHSMITH, GEORGE C., EID 21184 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 5

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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			
006 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 EUBANKS, HUNTER B., EID 21182 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	TRAINING CLASS 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	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 NORWOOD, JEREMY, EID 21189 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 7

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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

008 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

 RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 RODRIGUEZ, JOSEPH R., EID 21195
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 8

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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

009 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

 RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 ALBERT, KENGEYE, EID 21177
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
08/14/24	281269				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			
010	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 MILLER, KEVIN M., EID 21187 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 10

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 YOUNG, NATHAN H., EID 21198 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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			
012 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 COLEMAN, OAKLEY V., EID 21181 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 PETTWAY, RICHARD R., EID 21192 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
08/14/24	281269				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			
014 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 WASHINGTON, TAYLOR S., EID 21196 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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 CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 ROBINSON, TEDRICK I Q., EID 21194 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 15

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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 CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 PATTERSON, THOMAS A., EID 21191 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 16

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

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
08/14/24	281269				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			
017 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 MOTT, ZACHARY P., EID 21188 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 17
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
08/14/24	281269				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	34000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42140.	34000.00	131628.96
EMERGENCY MEDICAL SVCS EXP		
MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Rejected	07/28/24	SANDRA LEWIS	employees are not listed
Rejected	08/13/24	SANDRA LEWIS	PLEASE ADD THE CORRECT CLASS F
Approved	08/16/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/16/24	SANDRA LEWIS	
Approved	08/16/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/16/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/16/24	ANNE FOLEY	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

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
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/16/24 JOHN PAINE		Auto approved by: 910518227	
Approved	08/16/24 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Vulcan Inc for 400 overhead span wire mounting brackets for Traffic Engineering.

Amount of Contract:

\$22,880.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240819 Vulcan Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 August 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 Vulcan Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Inc for 400 overhead span wire mounting brackets
for Traffic Engineering.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,880.00

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: Mobile County cooperative purchase bid 63-24

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>13055</u>	2024	(2060) TRAFFIC ENGINEERING	400 FOR OVERHEAD SPAN WIRE MOUNTING BRACKETS FOR TRAFFIC ENGINEERING (SEALED BID 5895)	\$22,880.00	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013055-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 1850

FOLEY, AL 36536-1850

Tel#800-633-6845
Fax 251-943-1544

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/31/24	270972				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

AS PER YOUR BID RESPONSE ON BID 63-24 ANNUAL TRAFFIC SIGN MArTERIAL MOBILE COUNTY				
001	OVERHEAD FOR 3/8" CABLE NO SWING	200.00	49.50000	9900.00
	STANDARD MOUNT	EACH		

1	1000.40.20.3005.2060.3005.0000.0000.44020.			9900.00
---	--	--	--	---------

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

002	OVERHEAD VS SWINGER	200.00	64.90000	12980.00
		EACH		

1	1000.40.20.3005.2060.3005.0000.0000.44020.			12980.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013055-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	---

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/24	1270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	22880.00
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	22880.00	213494.68
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	08/19/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/19/24	SANDRA LEWIS	
Approved	08/19/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/19/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/19/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/19/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013055-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 1850

 FOLEY, AL 36536-1850

 Tel#800-633-6845
 Fax 251-943-1544

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/24	270972				TRAFFIC ENGINEERING

LN Description / Account Authorized By: _____	Qty	Unit Price	Net Price
Signature		Date: _____	

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Dancu

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

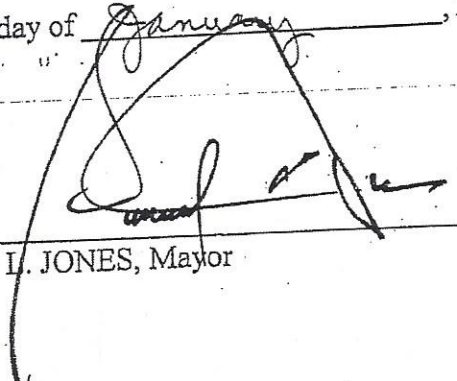
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

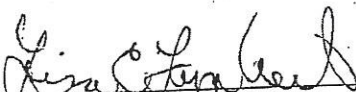
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2009¹⁰



SAMUEL L. JONES, Mayor

ATTEST:



Lisa C. Lumbert
City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

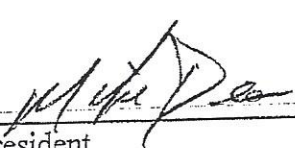
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

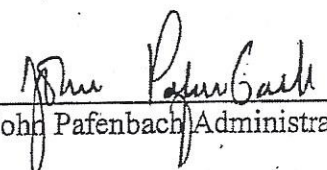
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰9.


Mike Dean, President

ATTEST:


John Pafenbach Administrator

County Engineer
W. Bryan Kegley II, P.E., P.L.S.
Assistant County Engineer
Kimberly N. Sanderson, P. E.



Public Works Director
Richard A. Mitchell, P. E.
Deputy Public Works Director
R. Neal Howard, P. E.

MOBILE COUNTY ENGINEERING & PUBLIC WORKS

Date: March 28, 2024
To: Susan Holland, Purchasing

From: Brad Wittmann, P.E.
Brad Wittmann, P.E., PTOE, RSP1
Traffic Engineer

Ref: Bid # 63-24 Annual Traffic Sign Material Bid

After review, we recommend award of this contract to the low bidder – Vulcan, Inc.

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
RANDALL DUEITT, PRESIDENT
MERCERIA LUDGOOD, COMMISSIONER
CONNIE HUDSON, COMMISSIONER
TELEPHONE (251) 574-5077



ADMINISTRATION
EDDIE KERR
INTERIM COUNTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

March 28, 2024

Brad Wittmann
Traffic and Utilities Engineer
Mobile County Engineering Department

Dear Brad,

On March 27, 2024 Mobile County Commission opened Bid #63-24 for Annual Traffic Sign Material. A copy of the bids are enclosed. Please send us your recommendation for award as soon as possible.

Sincerely,

Natalie "Val" Rogers

Buyer III
Mobile County Commission
205 Government Street
South Tower, 7th Floor
Mobile, Alabama 36644
Phone: 251 574-5085
Fax: 251 574-5068
Email: Val.Rogers@mobilecountyal.gov



RECEIVED

MAR 28 2024

ENGINEERING DEPT.

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

DESCRIPTION	VULCAN INC. DBA VULCAN ALUMINUM DBA VULCAN SIGNS	LIGHTLE ENTERPRISES OHIO LLC
R1-1 STOP TYPE XI 30" X 30"	\$36.25	\$45.70
R1-1 STOP TYPE XI 36" X 36"	\$52.22	\$66.20
R1-1 STOP TYPE XI 48" X 48"	\$92.84	\$118.00
R-1-2 YIELD TYPE XI 30"X30"X30"	\$20.96	\$24.80
R-1-2 YIELD TYPE XI 36"X36"X36"	\$27.63	\$33.21
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 18"X6"	\$5.21	\$5.60
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 36"X12"	\$13.80	\$17.61
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X18"	\$13.80	\$17.61
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X24"	\$18.40	\$23.48
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X30"	\$23.00	\$29.35
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X36"	\$27.60	\$35.22
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 24"X36"	\$33.90	\$44.28
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X30"	\$28.75	\$36.69
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X30"	\$35.31	\$46.13
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X36"	\$34.50	\$44.03
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X36"	\$42.38	\$55.35
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 36"X36"	\$50.85	\$66.42
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 30"X30"	\$29.38	\$36.69
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 30"X30"	\$36.69	\$48.30
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 24"X30"	\$23.50	\$29.35
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 24"X30"	\$29.35	\$36.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

R SERIES SPEED & MOVEMENT TYPE IX 3 COLORS 36"X36"	\$52.83	\$69.00
R SERIES SPEED & MOVEMENT TYPE IX 4 COLORS 30"X30"	\$36.94	\$50.40
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6"	\$2.77	\$3.00
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6" .63 THICK	\$2.39	\$3.00
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18"	\$8.81	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18" .63 THICK	\$7.51	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X24" .63 THICK	\$9.47	\$11.74
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 24"X30"	\$23.00	\$29.35
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS .63 THICK 12"X18"	\$8.25	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 12"X18"	\$9.56	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS"MARDI GRAS .63 THICK 12"X24"	\$9.01	\$11.74
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X24"	\$18.80	\$23.48
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X30"	\$23.50	\$29.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 21"X15"	\$11.53	\$12.86
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X6"	\$5.39	\$5.90
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X30"	\$23.00	\$29.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 30"X36"	\$34.50	\$44.03
M, D & I SERIES GUIDE 2 COLORS TYPE IV 48"X30"	\$46.00	\$58.70
M, D & I SERIES GUIDE 2 COLORS TYPE IV 60"X30"	\$57.50	\$73.38
M, D & I SERIES GUIDE 2 COLORS TYPE IV 72"X36"	\$82.80	\$105.66

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

N-W CRIME STOPPER 3 COLORS TYPE IV 18"X24"	\$20.88	\$19.86
CD-1 EVACUATION RT 2 COLORS TYPE IV 18"DIAMETER	\$14.61	\$13.21
CD-1-R EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.61	\$13.21
CD-1-L EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.61	\$13.21
CD-1-STR EVACUATION RT 2 COLORS TYPE IV 18"	\$14.61	\$13.21
C-2 DRUG FREE SCHOOL ZONE 2 COLORS TYPE 14 18"X12"	\$11.48	\$8.90
CV-28 B ADOPT A MILE 2 COLORS TYPE IV 24"X18"	\$20.55	\$17.80
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12"	\$12.23	\$8.90
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12" .63 THICK	\$10.52	\$8.90
SPECIAL SCHOOL SIGN 3 COLORS TYPE XIFYG 96"X96"	\$529.92	\$550.00
W-SERIES WARNING 2 COLORS TYPE IV 30"X30"	\$28.75	\$36.69
W-SERIES WARNING 2 COLORS TYPE XI 30"X30"	\$35.31	\$46.13
W-SERIES WARNING 2 COLORS TYPE IV 36"X18"	\$20.70	\$26.42
W-SERIES WARNING 2 COLORS TYPE XI 36"X18"	\$25.43	\$33.21
W-SERIES WARNING 2 COLORS TYPE IV 36"X36"	\$41.40	\$52.83
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X36"	\$50.85	\$66.42
W-SERIES WARNING 2 COLORS TYPE XIFY 48"X24"	\$45.20	\$59.04
W-SERIES WARNING 2 COLORS TYPE IV 18"X18"	\$11.40	\$13.21
W-SERIES WARNING 2 COLORS TYPE IV 18"X24"	\$13.80	\$17.61
W-SERIES WARNING 2 COLORS TYPE IV 24"X24"	\$18.40	\$23.48
W-SERIES WARNING 2 COLORS TYPE XIFY 24"X24"	\$22.60	\$29.52
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X12"	\$16.95	\$22.14

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

W-SERIES WARNING 2 COLORS TYPE IV 36" DIA	\$41.14	\$52.83
W-SERIES WARNING 2 COLORS TYPE XIFY 36" DIA	\$55.38	\$66.42
W-SERIES WARNING 2 COLORS TYPE IV 36"X48"X48"	\$33.02	\$35.22
W-SERIES WARNING 3 COLORS TYPE IV 36"X36"	\$42.30	\$52.83
W-SERIES WARNING 4 COLORS TYPE VIIIFY 36"X36"	\$53.19	\$72.50
W-SERIES WARNING 2 COLORS TYPE VIIIFY 36"X36"	\$50.85	\$66.42
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X30"	\$35.31	\$46.75
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X36"	\$69.00	\$88.05
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X36"	\$84.75	\$112.20
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X30"	\$70.63	\$93.50
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X24"	\$46.00	\$58.70
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X24"	\$56.50	\$74.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X48"	\$90.40	\$119.68
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X30"	\$56.50	\$74.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 36"X18"	\$25.43	\$33.66
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X12"	\$12.65	\$14.96
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X18"	\$16.95	\$22.44
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X24"	\$28.25	\$37.40
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X18"	\$33.90	\$44.88
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 24"X30"	\$28.25	\$36.90
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 30"X36"	\$42.38	\$55.35
S-SCHOOL AREA 2 COLORS TYPE XIFYG 36"X36"	\$50.85	\$66.42
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X30"	\$28.25	\$36.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
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BID 63-24

S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X8"	\$8.88	\$9.89
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X10"	\$10.00	\$12.33
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X48"	\$45.20	\$59.04
TYPE I OBJECT MARKERS 18"X18" TYPE IV W/9 REFLECTORS	\$37.50	\$23.00
TYPE II OBJECT MARKERS 6"X12" TYPE IV WO/REFLECTORS	\$3.91	\$2.98
TYPE III OBJECT MARKERS 12"X36" TYPE XIFY 2 COLORS W/4"DIAGONAL STRIPES	\$16.95	\$22.14
TYPE III BARRICADE PANEL 96"X10" TYPE XIFO W/6" DIAGONAL STRIPES	\$37.69	\$49.87
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X48"	\$85.02	\$93.48
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X48" .10 THICK	\$60.28	\$65.80
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X60"	\$106.28	\$116.85
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X60" .10 THICK	\$75.35	\$82.25
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X72"	\$127.53	\$140.22
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X72" .10 THICK	\$90.42	\$98.70
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X96"	\$170.04	\$186.96
D-3 STREET NAME 2 COLOR TYPE XI 12"X96" .10 THICK	\$120.56	\$131.60
D-3 STREET NAME 1 COLOR TYPE XI 42"X9"	\$38.39	\$40.90
D-3 STREET NAME 1 COLOR TYPE XI 42"X9" .10 THICK	\$39.66	\$43.20
D-3 STREET NAME 1 COLOR TYPE XI 36"X8"	\$28.35	\$31.16
D-3 STREET NAME 1 COLOR TYPE XI 36"X9"	\$32.44	\$35.06
D-3 STREET NAME 1 COLOR TYPE XI 36"X9" .10 THICK	\$33.95	\$37.01

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

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BID 63-24

D-3 STREET NAME 1 COLOR TYPE XI 30"X8"	\$23.67	\$25.97
D-3 STREET NAME 1 COLOR TYPE XI 30"X9"	\$27.10	\$29.21
D-3 STREET NAME 1 COLOR TYPE XI 30"X9" .10 THICK	\$28.37	\$30.84
D-3 STREET NAME 1 COLOR TYPE XI 24"X8"	\$19.35	\$20.88
D-3 STREET NAME 1 COLOR TYPE XI 24"X9"	\$21.72	\$23.37
D-3 STREET NAME 1 COLOR TYPE XI 48"X9"	\$42.51	\$46.74
W14-1P DEAD END 2 COLORS TYPE IV 36"X8"	\$15.00	\$26.76
W14-1P DEAD END 2 COLORS TYPE IV 36"X12"	\$22.50	\$40.14
R6-1 ONE WAY 2 COLORS TYPE IV 36"X12"ONE LEFT ARROW & ONE RIGHT ARROW ON OPPOSITE SIDES	\$22.50	\$40.14
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X8"	\$15.00	\$26.76
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X12"	\$22.50	\$40.14
BLANK 4'X18" (NO HOLES)	\$1.55	\$1.80
4"X24" (NO HOLES)	\$2.27	\$2.35
4"X30" (NO HOLES)	\$3.29	\$2.90
4"X36" (NO HOLES)	\$3.05	\$3.50
6"X12"	\$1.97	\$1.80
8"X18"	\$3.55	\$3.50
8"X24"	\$4.25	\$4.28
8"X30"	\$4.97	\$5.75
8"X36"	\$5.65	\$6.90
9"X12"	\$2.25	\$2.60
9"X18"	\$3.39	\$3.90
9"X24"	\$4.45	\$5.18
9"X30"	\$5.75	\$6.47
9"X36"	\$6.58	\$7.76
10"X18"	\$3.55	\$4.31
10"X24"	\$4.99	\$5.75
10"X30"	\$5.85	\$7.19
10"X36"	\$7.21	\$8.63
10"X96"	\$18.88	\$23.00
12"x18"	\$4.56	\$5.18

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

12"x24"	\$5.86	\$6.90
12"x30"	\$7.21	\$8.63
12"x36"	\$8.49	\$10.35
12"x48"	\$11.32	\$13.80
12"x72"	\$16.98	\$20.70
12"x96"	\$22.64	\$27.60
18"x18" NO HOLES	\$6.55	\$7.76
18"x18" DIAMOND W/9 HOLES	\$6.55	\$7.76
18"x24"	\$8.49	\$10.35
18"x30"	\$10.61	\$12.94
18"x36"	\$12.74	\$15.53
18"x48"	\$16.98	\$20.70
18"x60"	\$21.23	\$25.88
18"x72"	\$25.47	\$31.05
18"x96"	\$33.96	\$41.40
24"x24"	\$11.32	\$13.80
24"x30"	\$14.15	\$17.25
24"x36"	\$16.98	\$20.70
24"x48"	\$22.64	\$27.60
24"x60"	\$28.30	\$34.50
24"x96"	\$45.28	\$55.20
30"x30"	\$17.69	\$21.56
30"x36"	\$21.23	\$25.88
30"x48"	\$28.30	\$34.50
30"x60"	\$35.38	\$43.13
30"x96"	\$56.60	\$69.00
36"x36"	\$25.47	\$31.05
36"x42"	\$29.72	\$36.23
36"x48"	\$33.96	\$41.40
36"x60"	\$42.45	\$51.75
36"x72"	\$50.94	\$62.10
36"x96"	\$67.92	\$82.80
48"x48"	\$45.28	\$55.20
48"x60"	\$56.60	\$69.00
48"x72"	\$67.92	\$82.80
48"x96"	\$90.56	\$110.40
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	\$29.50	\$11.50
CANTILEVER FOR 14 2 A FLAT BLADES	\$14.50	\$8.40
CANTILEVER FOR 14 2 A FLAT BLADES/BOLT THRU SECURITY	\$14.50	\$8.70
CANTILEVER FOR 24" FLAT BLADES	\$24.50	\$13.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
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BID 63-24

CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	\$42.50	\$18.60
CHEVRON BRACKETS		
ADJ 24"X30"	\$55.00	\$38.50
ADJ 30"X36"	\$62.10	\$41.60
STREET SIGN BRACKETS		
#457 UNIVERSAL BRACKET	\$7.55	\$4.88
12" ADJ CROSS TEE FOR FLAT BLADE STREET SIGNS	\$28.55	\$14.95
12" ADJ CAP FOR U-CHANNEL POST	\$27.55	\$14.95
VS-7 CROSS 6" BLADE HOLDER BOLT THRU BRACKET W/BHP-766 VANDAL PROOF BOLTS	\$14.55	\$7.95
VS-12 U-CHANNEL CAP 180°	\$13.75	\$13.20
VS-12 U-CHANNEL CAP 90°	\$13.75	\$13.20
BHP 76L 5/16" VANDAL PROOF BOLTS/100	\$0.50	\$22.00
BHP 4 TOOL FOR BHP 76L	\$0.50	\$6.20
OVERHEAD FOR 3/8" CABLE NO SWING STANDARD MOUNT	\$49.50	\$61.80
OVERHEAD VS-SWINGER	\$64.90	\$67.40
DECALS		
COUNTY SIGN MAINTENANCE DECAL	\$1.40	\$1.20
CITY OF MOBILE MAINTENANCE DECAL	\$1.40	\$1.20
ACCESSORIES		
POST COVERS 3"X72" (0.63) TYPE XIF RED	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)TYPE XI YELLOW	\$13.85	\$11.50
POST COVERS 3"X72" (0.63) F Y G	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)TYPE IV WHITE	\$11.85	\$10.20
SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	\$39.87	\$46.00
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'	\$47.84	\$55.20
SIGN POST GALVANIZED 2.0LB/FT- 8' "U" CHANNEL	\$21.36	\$28.80
SIGN POST GALVANIZED 2.0LB/FT- 10' "U" CHANNEL	\$26.70	\$36.00
SIGN POST GALVANIZED 2.0LB/FT- 12' "U" CHANNEL	\$32.04	\$43.20

line1
line2

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

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BID 63-24

SIGN POST GALVANIZED 2.0LB/FT-14' "U" CHANNEL	\$37.38	\$54.40
DELINEATOR-GALVANIZED 1.12LB/FT-6'	\$10.45	\$12.00
Electronic Cuttable Film 1170 36"50 Yards NON PUNCHE	\$481.50	\$393.00
3924S Fl. Orange DG Shtg 36" 50 YD WORKZONE	\$1,170.00	\$1192.50
3924S Fl. Orange DG Shtg 48' 50 YD WORKZONE	\$1,560.00	\$1590.00
3930 Wht High Intensity 24" 50 YD PRISMATIC	\$414.00	\$393.00
3930 Wht High Intensity 30" 50 YD PRISMATIC	\$517.50	\$492.00
3930 Wht High Intensity 36" 50 YD PRISMATIC	\$621.00	\$589.50
3930 Wht High Intensity 48" 50 YD PRISMATIC	\$828.00	\$786.00
3931 Yellow HIP (3930 Series)24" 50 YD	\$414.00	\$393.00
3931 Yellow HIP (3930 Series)30" 50 YD	\$517.50	\$492.00
3931 Yellow HIP (3930 Series)36" 50 YD	\$621.00	\$589.50
3931 Yellow HIP (3930 Series)48" 50 YD	\$828.00	\$786.00
3937 Green HIP (3930 Series)24" 50 YD	\$414.00	\$393.00
3937 Green HIP (3930 Series)30" 50 YD	\$517.50	\$492.00
3937 Green HIP (3930 Series)36" 50 YD	\$621.00	\$589.50
3937 Green HIP (3930 Series)48" 50 YD	\$828.00	\$786.00
WHITE ENG (3920 SERIES)24" 50 YD	\$285.00	\$324.00
WHITE ENG (3920 SERIES)30" 50 YD	\$356.25	\$405.00
WHITE ENG (3920 SERIES)36" 50 YD	\$427.50	\$486.00
WHITE ENG (3920 SERIES)48" 50 YD	\$570.00	\$648.00

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
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BID 63-24

RED ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
RED ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
BLUE ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
BLUE ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
YELLOW ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
YELLOW ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
BROWN ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
BROWN ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
ORANGE ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
ORANGE ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
GREEN ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
GREEN ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 30" 50 YD	\$975.00	\$982.50
4083 Fluorescent Ylw-Grn DG CUBED REFL 36" 50 YD	\$1,170.00	\$1179.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 48" 50 YD	\$1,560.00	\$1572.00
4084 Fluorescent Orange DG 3 SHTG 36" 50 YD	\$1,170.00	\$1179.00
4090 White DG Cubed Refl SHTG 24" 50 YD	\$780.00	\$786.00
4090 White DG Cubed Refl SHTG 30" 50 YD	\$975.00	\$982.50
4090 White DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00
4090 White DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
4091 Yellow DG Cubed Refl SHTG 24" 50 YD	\$780.00	\$786.00
4091 Yellow DG Cubed Refl SHTG 30" 50 YD	\$975.00	\$982.50
4091 Yellow DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

4091 Yellow DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
4097 Green DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00
4097 Green DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
BLACK 7725 SERIES WITH CLEAR BACKING 24" 50YD	\$267.00	\$420.00
BLACK 7725 SERIES WITH CLEAR BACKING 30" 50YD	\$333.75	\$525.00
BLACK 7725 SERIES WITH CLEAR BACKING 36" 50YD	\$400.50	\$630.00
BLACK 7725 SERIES WITH CLEAR BACKING 48" 50YD	\$534.00	\$840.00
BLACK 7725 SERIES WITH CLEAR BACKING 60" 50YD	\$556.25	\$1050.00
AVERY BRAND SHEETING HIP		
WHITE T6500 30" 50YD	\$517.50	
WHITE T6500 36" 50YD	\$621.00	NO BID
WHITE T6500 48" 50YD	\$828.00	NO BID
YELLOW T6501 30" 50YD	\$517.50	NO BID
YELLOW T6501 36" 50YD	\$621.00	NO BID
YELLOW T6501 48" 50YD	\$828.00	NO BID
FL ORANGE T7514 36" 50YD	\$1,057.50	NO BID
FL ORANGE T7514 48" 50YD	\$1,410.00	NO BID
TYPE XI		
WHITE T11500 30" 50YD	\$975.00	
WHITE T11500 36" 50YD	\$1,170.00	NO BID
WHITE T11500 48" 50YD	\$1,560.00	NO BID
YELLOW T11501 30" 50YD	\$975.00	NO BID
YELLOW T11501 36" 50YD	\$1,170.00	NO BID
YELLOW T11501 48" 50YD	\$1,560.00	NO BID
FL YELLOW GREEN (SCHOOL) T11513 36" 50YD	\$1,170.00	NO BID
LAMINATOR OL1000 30" 50YD	\$450.00	
LAMINATOR OL1000 36" 50YD	\$540.00	NO BID
LAMINATOR OL1000 48" 50YD	\$720.00	NO BID
SIGN BLANKS		
STOP SIGN BLANKS 30" EA	\$15.87	
36" EA	\$22.10	\$21.50
48" EA	\$39.27	\$30.90
YIELD SIGN BLANKS 30" EA	\$9.27	\$55.20
36" EA	\$13.10	\$12.42
BLANK SIGN 42"X9" MIN QTY 20	\$7.97	\$15.53
		\$90.56

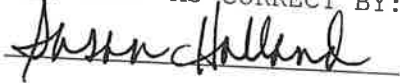
MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

CERTIFIED AS CORRECT BY:

A handwritten signature in cursive script, appearing to read "Susan Holland", is written over a horizontal line.

SUSAN HOLLAND PURCHASING AGENT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Hughes 360 Services LLC for 47 concrete pads for traffic signal generator enclosures for Traffic Engineering.

Amount of Contract:

\$25,850.00

Funding Source

Capital- Traffic Signal Generators; Mobile County EMA surplus refund

ATTACHMENTS:

1. 20240819 Hughes Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 August 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 Hughes 360 Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes 360 Services LLC for 47 concrete pads for traffic
signal generator enclosures for Traffic Engineering.
Capital- Traffic Signal Generators; Mobile County EMA surplus refund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,850.00

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: Sealed bid 5895

How many bidders received bid packages (if applicable): 7 +web

How many bidders submitted bids (if applicable): 4

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>12712</u>	2024	(2060) TRAFFIC ENGINEERING	47 CONCRETE PADS FOR TRAFFIC SIGNAL GENERATOR ENCLOSURES FOR TRAFFIC ENGINEERING (SEALED BID 5895)	\$25,850.00	<u>(297767)</u> <u>HUGHES 360</u> <u>SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012712-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
--	---

Page 1

Vendor
 HUGHES 360 SERVICES LLC
 203 N FLORIDA STREET

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36607

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#2515103772

Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/24/24	297767				TRAFFIC ENGINEERING

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

General Notes

001	AS PER MY BID 5895 AND YOUR BID RESPONSE INSTALL CONCRETE PADS FOR TRAFFIC SIGNAL ENCLOSURE, 20" X 28" CLASS A TYPE 2 CONCRETE, DEPTH 6" (TYPICAL) TO 8" (MAXIMUM) AS PER CITY SPEC, 1/2" X 6" STEEL BENT ANCHOR BOLTS IMBEDDED. REFER TO SPECIFICATION, DETAIL AND INTERSECTION LIST FOR ADDITIONAL INFORMATION.	47.00 EACH	550.00000	25850.00
-----	--	---------------	-----------	----------

Additional Description Notes

MUST CONTACT MARY BETH BERGIN AT 251-208-2970 BEFORE PROCEEDING ON THIS PURCHASE ORDER.

1	2000.80.00.0000.0000.0000.0000.48010. E C0594 .CONSTRUCTN.			25850.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012712-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor HUGHES 360 SERVICES LLC 203 N FLORIDA STREET MOBILE, AL 36607 Tel#2515103772	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/24/24	297767				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 25850.00

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

Account	Amount	Remaining Budget
E C0594 .CONSTRUCTN.	25850.00	117147.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	25850.00	131628.96

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
CCancelled	08/19/24	SANDRA LEWIS	GL Allocation changed
Approved	07/24/24	BRENDA RHODES	
Approved	07/24/24	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012712-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor HUGHES 360 SERVICES LLC 203 N FLORIDA STREET MOBILE, AL 36607 Tel#2515103772	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/24/24	297767				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/24/24 RELYA MALLORY	Auto	approved by: 910511034	
Approved	08/19/24 BRENDA RHODES			
Approved	08/19/24 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	08/19/24 RELYA MALLORY	Auto	approved by: 910511034	
Approved	08/19/24 DONALD ROSE	Auto	approved by: 910518227	
Approved	08/19/24 SANDRA LEWIS			
Approved	08/19/24 STEVEN KRONINGER	Auto	approved by: 910518227	
Approved	08/19/24 SAMANTHA COOLEY	Auto	approved by: 910518227	
Approved	08/19/24 ANNE FOLEY	Auto	approved by: 910518227	
Approved	08/19/24 JOHN PAINE	Auto	approved by: 910518227	
Approved	08/19/24 MICHAEL SPAFFORD	Auto	approved by: 910518227	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5895**CONCRETE PADS**

VENDORS		HUGHES 360 SERVICES, LLC	J & A CONTRACTING	DAVIS CONSTRUCTION AND BUILDING LLC	CHRIS BREWER CONTRACTING, INC
Line	Items				
1	CONCRETE PAD	\$ 550.00	\$ 775.00	\$ 1,300.00	\$ 3,300.00

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 07/29/2024	BID NO. 5895	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: As Per Purchase Order
---------------------------	------------------------	------------------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Tuesday, August 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 20-60	CONCRETE PADS Vendor to be responsible for forming and pouring of concrete pads. Concrete Pads must meet the attached specifications. Vendor to furnish and set anchor bolts as per spec in each pad. Vendor to be responsible to remove forms after concrete has set up. Pad site should be clean with no construction debris after forms are removed. PRICE PER PAD \$ _____ Vendor responsible to provide all materials and labor. City will mark the location for pad placement. Vendor will need to give a start date and a completion date when bidding. Availability could be a deciding factor in the award of this bid. START DATE: _____ END DATE: _____ Vendor should be able to complete all pads within 30 days of issuance of contract. Prices quoted on this bid are to be held firm for a period of three (3) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for three (3) more three (3) month periods. All prices quoted are to be delivered prices F.O.B. Mobile. City of Mobile Business license is required. See Item 14 on Reverse. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. THIS BID WILL BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

City of Mobile Traffic Engineering
Auxiliary Enclosure Pad Construction Specifications
August 2024

The purpose of this project is to install concrete pads at select traffic signal intersections throughout the City of Mobile for future installation of an enclosure box/cabinet. The following specifications and details shall apply.

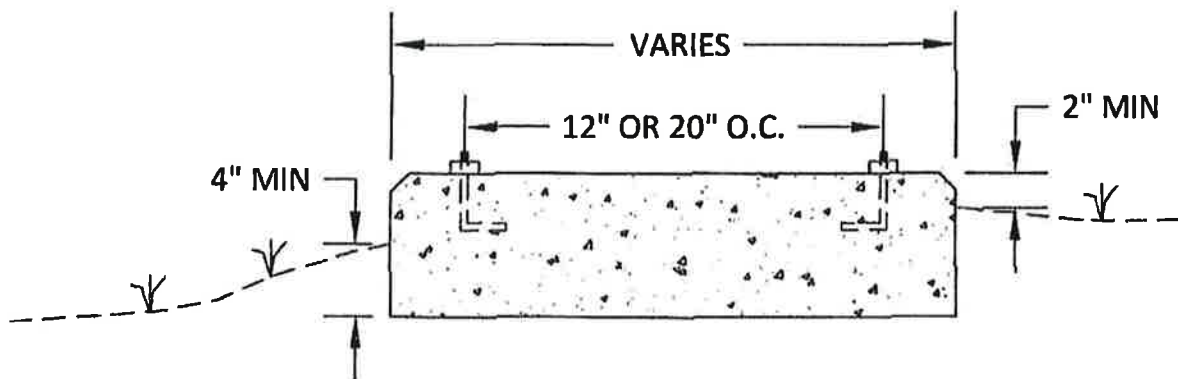
- 1) Concrete may be "ready-mixed" concrete manufactured and delivered to the work site or an approved type of mobile mixing plant. Portable concrete mixers may also be approved by the City. All mixing and transporting equipment shall be supplied in sufficient amounts to provide continuous delivery of the concrete as needed for each concrete pad.
- 2) Concrete pad shall be 20" W x 28" L. Depth may vary by location but shall be no less than 6" and no more than 8". Pad must be level with a minimum 2" above grade at any point. A minimum of 4" of concrete must be below grade. Typical section of pad is attached. Payment is based on unit price per pad installed. There is no price adjustment for the depth variations.
- 3) Concrete used to pour pad must be High Strength with a minimum 4000 PSI finished rating.
- 4) Anchor bolts shall be 1/2" x 6" galvanized steel bent anchor bolts with ASTM A563 Grade A nut and USS flat washer. Anchor bolts are to be imbedded in concrete a minimum of 4 1/2" with enough thread exposed above concrete to allow for nut and washer. Anchor Bolts must be set as specified in the attached detail.
- 5) Pad locations will be determined by the City at each intersection and will be marked as for orientation.
- 6) Contractor must notify City prior to pouring concrete at any location for inspection of forms. Contact information will be provided to the successful bidder upon award. Any permitting obligation will be handled by the City.
- 7) Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.

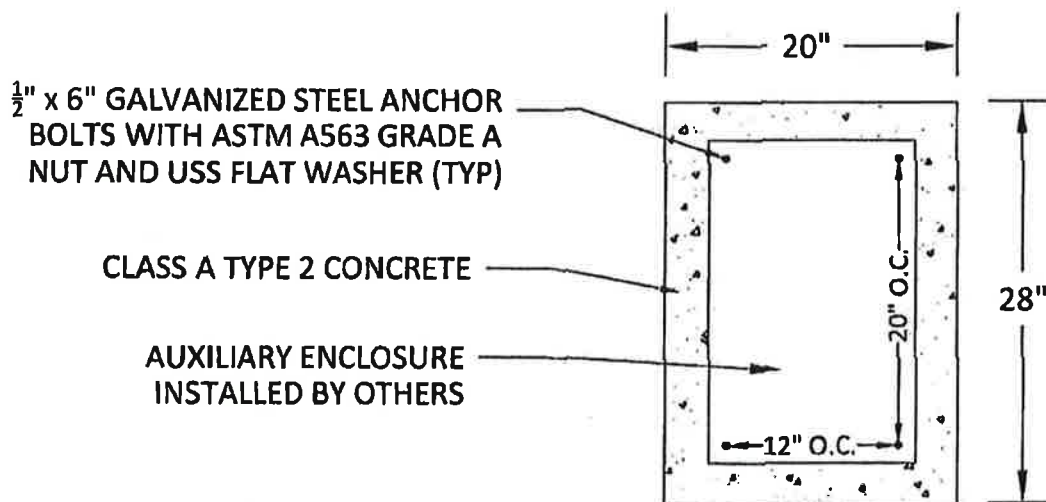
Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, A TV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.

Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.

Contractors equipment shall be fitted with a flashing strobe



SIDE VIEW
AUXILIARY ENCLOSURE PAD
 NOT TO SCALE



TOP VIEW
AUXILIARY ENCLOSURE PAD
 NOT TO SCALE

CONCRETE PAD LOCATIONS	
APB @ McKenna	
APB @ McNeil	
APB @ Pinebrook	
APB @ Providence	
APB @ Ridgefield	
APB @ Windsor	
Cody @ Grelot	
Cody @ Old Shell	
Cottage Hill @ Dawes	
Cottage Hill @ Dawes	
Cottage Hill @ Leroy Stevens	
Cottage Hill @ Leroy Stevens	
Cottage Hill @ McFarland	
Dauphin @ Ann	
Dauphin @ Carlen	
Dauphin @ Catherine	
Dauphin Island Pkwy @ Cedar Crescent	
Dauphin Island Pkwy @ McVay	
Dawes @ Leroy Stevens	
Grelot @ Jeff Hamilton Ext	
Hillcrest @ Grelot	
Hillcrest @ Old Shell	
Hillcrest @ Three Knotch	Mobile County
Hwy 90 @ Kooiman	
Hwy 90 @ Lowes/Service Rd	
Moffett @ Ching Dairy	Mobile County
Moffett @ Howells Ferry	
Old Shell @ John Counts/Foreman	
Old Shell @ Student Services Dr	
Rangeline @ Walmart	
Schillingers @ Old Government St	
Schillingers @ Target	
Schillingers @ The Cottages	
Schillingers @ Thomas	
Springhill @ Ann	
Springhill @ Mobile Infirmary Dr	
St Stephens @ Craft	
Three Notch @ Bush Ln	
Three Notch @ Schillingers	Mobile County
Three Notch @ Sollie	Mobile County
University @ Gaillard	
University @ Overlook	
Water @ Beauregard	
Water @ Dauphin	
Water @ Dauphin	
Water @ St Francis	
Water @ St Louis	

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.

2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) **Immediate Termination** - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause**- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Wilson Dismukes Inc for 50 Honda 2200 watt inverter generators for MPD traffic signal backup power.

Amount of Contract:

\$49,000.00

Funding Source

Capital- Traffic Signal Generators; Mobile County EMA surplus refund

ATTACHMENTS:

1. 20240819 Wilson Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 August 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 Wilson Dismukes Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Wilson Dismukes Inc for 50 Honda 2200 watt inverter generators for MPD.
Capital- Traffic Signal Generators; Mobile County EMA surplus refund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$49,000.00

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: Sealed bid 5894

How many bidders received bid packages (if applicable): 15 +web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to 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>12845</u>	2024	(2590) GRANT MANAGEMENT	50 HONDA 2200-WATT INVERTER GENERATORS FOR MPD (SEALED BID 5894)	\$49,000.00	<u>(237250)</u> <u>WILSON</u> <u>DISMUKES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012845-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 WILSON DISMUKES INC
 2646 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-476-9871
 Fax 251-476-9874

Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 JOHN.ANGLE@CITYOFMOBILE.ORG

Delivery Reference
 LT. JOHN ANGLE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	237250				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER YOUR MY BID 5894 AND YOUR BID RESPONSE GENERATOR AS SPECIFIED:	50.00 EACH	980.00000	49000.00
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Additional Description Notes

VENDOR TO PROVIDE HONDA EU2200ITAN 2200 WATT GENERATOR W/ CO-MINDER &
 BLUETOOTH 19"L X 10"W X 16"H

Vendor Item
 Inventory Item/Loc 2358

1	2000.80.00.0000.0000.0000.0000.48010. E C0594 .CONSTRUCTN.			49000.00
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Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 Delivery Reference
 LT. JOHN ANGLE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012845-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 WILSON DISMUKES INC
 2646 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-476-9871
 Fax 251-476-9874

Ship To
 POLICE TRAFFIC
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	237250				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total 49000.00

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

Account	Amount	Remaining Budget
E C0594 .CONSTRUCTN.	49000.00	117147.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	49000.00	131628.96

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
CCancelled	08/19/24	SANDRA LEWIS	GL Allocation changed
Approved	07/26/24	BRENDA RHODES	
Approved	07/26/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/26/24	RELYA MALLORY	Auto approved by: 910511034
Approved	08/19/24	BRENDA RHODES	
Approved	08/19/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/19/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/19/24	SANDRA LEWIS	
Approved	08/19/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/19/24	SANDRA LEWIS	
Approved	08/19/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/19/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/19/24	ANNE FOLEY	Auto approved by: 910518227
Approved	08/19/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/19/24	MICHAEL SPAFFORD	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00012845-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
WILSON DISMUKES INC
2646 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-476-9871
Fax 251-476-9874

Ship To
POLICE TRAFFIC
850 VIRGINIA STREET
DELIVERIES: 8:30AM - 2:30PM
MOBILE, AL 36604
JOHN.ANGLE@CITYOFMOBILE.ORG

Delivery Reference
LT. JOHN ANGLE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/26/24	237250				GRANT MANAGEMENT
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5894**INVERTER GENERATORS**

VENDORS		WILSON DISMUKES, INC	LADD SUPPLY		
Line	Items				
1	PORTABLE INVERTER HONDA EU2200ITAN GENERATOR WITH CO- MINDER AND BLUETOOTH	\$ 980.00	NB		

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. Pricing shall be firm for a six (6) month period following the award of this bid. At the option of the City and the successful vendor, the award may be extended for five additional six (6) month periods. TO BE AWARDED ALL OR NONE					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Sound Associates Inc for rental of stage, sound, and lighting equipment for a Mardi Gras Park concert for Events Department.

Amount of Contract:

\$15,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240820 Sound Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 August 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 Sound Associates Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sound Associates Inc for rental of stage, sound, and lighting equipment for a Mardi Gras Park concert for Events Department.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,000.00

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: Price below bid requirement.

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>13317</u>	2024	(4010) SPECIAL EVENTS	RENTAL OF STAGE, SOUND, AND LIGHTING EQUIPMENT FOR A MARDI GRAS PARK CONCERT FOR EVENTS DEPARTMENT (PRICE BELOW BID REQUIREMENT)	\$15,000.00	<u>(194455) SOUND ASSOCIATES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013317-00 FY 2024 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42140. Review: Buyer: Status: Released
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Page 1

Vendor
 SOUND ASSOCIATES INC
 5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
 Fax 251-443-8724

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 EVENTS@CITYOFMOBILE.ORG

Delivery Reference
 EVENTS DEPARTMENT

Deliver To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 EVENTS DEPARTMENT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	194455				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
001	SOUND ASSOCIATES INC. QUOTE FOR FNL/MICHAEL JACKSON CONCERT on August 30, 2024, at Mardi Gras Park, 109 Government St. Mobile, AL 36602. Vendor is providing an Apex 3224 Hydraulic Stage System with 32'x24' performance deck, 4-PERSON TECHNICAL CREW, ALL NECESSARY LABOR AND TRUCKING, 100 KW GENERATOR, AND ALL ADDITIONAL NEEDED EQUIPMENT FOR SOUND AND LIGHTING. The vendor will receive full payment upon event completion or if the event is canceled on the day of the event. The City of Mobile will not provide payment for any event cancellation prior to the day of the event.	1.00 EACH	15000.00000	15000.00

1 1000.20.20.4010.4010.2005.0000.0000.42140. 15000.00

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 SAINT HOPE WALKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013317-00 FY 2024 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42140. Review: Buyer: Status: Released
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Page 2

Vendor
 SOUND ASSOCIATES INC
 5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
 Fax 251-443-8724

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 EVENTS@CITYOFMOBILE.ORG

Delivery Reference
 EVENTS DEPARTMENT

Deliver To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
Delivery Reference
 EVENTS DEPARTMENT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	194455				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	PARKS & REC EVENTS DIVISION			
	SAINT HOPE WALKER- SOUTH SIDE			
	48 N. SAGE AVE			
	MOBILE, AL 36607			

Requisition Link

Requisition Total 15000.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.42140.		
EVENTS EXP	15000.00	
MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Queued	08/02/24	DONALD ROSE	
Queued	08/02/24	SANDRA LEWIS	
Queued	08/02/24	STEVEN KRONINGER	
Queued	08/02/24	SAMANTHA COOLEY	
Queued	08/02/24	JOHN PAINE	
Queued	08/02/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Chris Lovvorn Pile Drivers Inc for removal and disposal of abandoned vessel from Dog River.

Amount of Contract:

\$46,000.00

Funding Source

NOAA derelict vessel removal grant

ATTACHMENTS:

1. 20240820 Lovvorn Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 27 August 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 Chris Lovvorn Pile Drivers Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Chris Lovvorn Pile Drivers Inc for removal and disposal of abandoned vessel from Dog River.
NOAA grant to remove derelict vessels/marine debris to restore marine habitats.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$46,000.00

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: Price below public works bid requirement; competitive quotes.

How many bidders received bid packages (if applicable): 15

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to 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>11827</u>	2024	(2590) GRANT MANAGEMENT	REMOVAL AND DISPOSAL OF ABANDONED VESSEL FROM DOG RIVER (PRICE BELOW PUBLIC WORKS BID REQUIREMENT; COMPETITIVE QUOTES)	\$46,000.00	<u>(299234) CHRIS LOVVORN PILE DRIVERS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011827-00 FY 2024 Acct No: 5033.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Approved	Page 1
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Vendor
 CHRIS LOVVORN PILE DRIVERS INC
 5989 BAYOU RD

MOBILE, AL 36605

Tel#2514547913

Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI IN GRANTS

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	299234				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
001	Contractor needed for removal and disposal of two (2) derelict vessel from Dog River in the vicinity of Dog River Park. Vessel one is a large paddlewheel boat located across the river from the Dog River Park boat launch. Vessel two is a small wooden vessel adjacent to the paddlewheel. Mobile Contractor will develop and submit a removal plan for City approval before beginning any work, to include: - Equipment and personnel to be used - Stabilization plan - Containment, collection, and removal plan for any spills - Planned removal process and timeline - Transportation plan for vessel - Disposal plan for vessel: - o Provide necessary spill barrier protection - o Contain, report, and remove any sheen producing spills - o Remove and dispose of vessel and contents - Must have a valid, current City of Mobile Business License at time of submission of quote. Provide proof of insurance.	1.00 EACH	46000.00000	46000.00
1	5033.10.00.0000.0000.0000.0000.42200. E G-NFWFNOAA.CONTRSERVC.			46000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011827-00 FY 2024 Acct No: 5033.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Approved	Page 2
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Vendor CHRIS LOVVORN PILE DRIVERS INC 5989 BAYOU RD MOBILE, AL 36605 Tel#2514547913	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI IN GRANTS Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	299234				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 Delivery Reference
 KELSI IN GRANTS

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total	46000.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-NFWFNOAA.CONTRSERVC.	46000.00	468864.12

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

Account	Amount	Remaining Budget
5033.10.00.0000.0000.0000.0000.42200.	46000.00	
NFWF GRANTS EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	07/12/24	DREANETTA BARNES	Auto approved by: 9105thrr

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011827-00 FY 2024 Acct No: 5033.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Approved
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Vendor CHRIS LOVVORN PILE DRIVERS INC 5989 BAYOU RD MOBILE, AL 36605 Tel#2514547913	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI IN GRANTS Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	299234				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/12/24 DONNA BRYARS	Auto approved by:	9105thrr	
Approved	07/12/24 TRAVIS MARSHALL	Auto approved by:	9105thrr	
Approved	07/12/24 CODY SCOTT	Auto approved by:	9105thrr	
Approved	07/12/24 SHAUNAGYE SIMMS	Auto approved by:	9105thrr	
Approved	07/12/24 RANDY THREADGILL			
Unknown	07/12/24 JOHN PAINE			
Approved	08/19/24 DONALD ROSE	Auto approved by:	9105paij	
Approved	08/19/24 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	08/19/24 STEVEN KRONINGER	Auto approved by:	9105paij	
Approved	08/19/24 SAMANTHA COOLEY	Auto approved by:	9105paij	
Approved	08/19/24 JOHN PAINE			
Approved	08/19/24 MICHAEL SPAFFORD	Auto approved by:	9105paij	

Authorized By: _____ Date: _____

Signature

REQUEST FOR QUOTE

July 8, 2024

Requested by: City of Mobile Office of Grants Management

Please direct inquiries to: Kelsi Tippery
Grant Developer
Office of Grants Management
(251) 208-7870
Kelsi.tippery@cityofmobile.org



REQUEST FOR QUOTE FOR VESSEL REMOVAL AND DISPOSAL

Date Needed: Friday, July 12, 2024 @ 12:00 PM

Report Location: Dog River Park – 2459 Dog River Drive N, Mobile, AL 36605

GPS Coordinates: Latitude: 30.632228. Longitude: -88.102532

RFQ SPECIFICATIONS:

Contractor needed for removal and disposal of two (2) derelict vessel from Dog River in the vicinity of Dog River Park. Vessel one is a large paddlewheel boat located across the river from the Dog River Park boat launch. Vessel two is a small wooden vessel adjacent to the paddlewheel. To schedule a viewing of the vessel prior to submitting a quote, and for specific location information, please contact **Lt. John Angle at 251-208-1274**. Viewings will be scheduled on Wednesday, July 10.

Mobile Contractor will develop and submit a removal plan for City approval before beginning any work, to include:

- Equipment and personnel to be used
- Stabilization plan
- Containment, collection, and removal plan for any spills
- Planned removal process and timeline
- Transportation plan for vessel
- Disposal plan for vessel:
 - Provide necessary spill barrier protection
 - Contain, report, and remove any sheen producing spills
 - Remove and dispose of vessel and contents
- Must have a valid, current City of Mobile Business License at time of submission of quote

PLEASE SUBMIT QUOTES TO:

KELSI TIPPERY, GRANTS DEVELOPER @ kelsi.tippery@cityofmobile.org BY NO LATER THAN FRIDAY, JULY 12, 2024, AT 12:00PM



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Cellebrite Inc for one-year subscription for forensic extraction device software for MPD.

Amount of Contract:

\$44,121.00

Funding Source

Drug Enforcement Fund.

ATTACHMENTS:

1. 20240822 Cellebrite Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 27 August 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 Cellebrite Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cellebrite Inc for one-year subscription for forensic
extraction device software for MPD.
Drug Enforcement Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$44,121.00

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>13490</u>	2024	(1530) POLICE ADMIN SERVICES	ONE YEAR SUBSCRIPTION FOR CELLEBRITE FORENSIC EXTRACTION DEVICE SOFTWARE FOR MPD (BID EXEMPT AS SOFTWARE)	\$44,121.00	<u>(293683)</u> <u>CELLEBRITE INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/08/24	293683				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

*ADDITIONAL MODULES FOR THE EXISTING SOFTWARE PER STATE OF ALABAMA CODE 41-16-51(A)(15) SECURITY EXEMPTION AND 41-16-51(a)(8) SOFTWARE EXEMPTION. CELLEBRITE PREMIUM SOFTWARE RENEWAL FOR EXISTING FORENSIC AND INTELLIGENCE SYSTEMS. ALL CELLEBRITE SOFTWARE IS NOW ON THE SAME RENEWAL SCHEDULE. PRICE INCLUDES FREIGHT FOR RENEWAL UPGRADE DONGLES. CUSTOMER ID: SF-00171074 END DATE: JUL 29, 2025. EMAIL PO TO: PAOLA.FRANCISCO@CELLEBRITE.COM AS PER QUOTE #Q-406471-1.

001 LICENSE FOR SOFTWARE AS	3.00	7754.00000	23262.00
SPECIFIED:	EACH		
Additional Description Notes			

UFED 4PC ULTIMATE SUBSCRIPTION

ITEM #B-UFD-10-001

START DATE: JULY 30,2024

END DATE: JULY 29, 2025

Vendor Item

Inventory Item/Loc 1723

1 4035.30.15.0000.0000.1530.0000.0000.44020.			
E G-DRUG-ST .OPERSUPPLS.			23262.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED DONGLE KIT ITEM#F-KAS-00-001 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED 4PC HW KIT ITEM#F-UFD-05-003 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

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Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210
 PARSIPPANY, NJ 07660
 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

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Date Ordered	Vendor Number
08/08/24	293683
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004 LICENSE FOR SOFTWARE AS SPECIFIED:	3.00 EACH	5000.00000	15000.00
Additional Description Notes			

 PREMIUM ES UNLIMITED END POINT SUBSCRIPTION

ITEM #B-AIS-02-094

START DATE: JULY 30,2024

END DATE: JULY 29, 2025

Vendor Item

Inventory Item/Loc 1723

1 4035.30.15.0000.0000.1530.0000.0000.44020.			
E G-DRUG-ST .OPERSUPPLS.			15000.00

=====	=====
Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210
 PARSIPPANY, NJ 07660
 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/08/24	293683				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes -----	3.00 EACH	0.00000	0.00
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PREMIUM ES UNLIMITED END POINT SUBSCRIPTION

ITEM #U-AIS-02-086

START DATE: JULY 30,2024

END DATE: JULY 29, 2025

Vendor Item

Inventory Item/Loc 1723

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- CELLEBRITE PREMIUM ADAPTOR ITEM #U-AIS-02-105 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED CLOUD SUBSCRIPTION ITEM#B-UFD-10-034 START DATE: JULY 30,2024 END DATE: JULY 29, 2025 Vendor Item Inventory Item/Loc 1723	1.00 EACH	4784.00000	4784.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			4784.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED CLOUD FULL ANALYZER SUBSCRIPTION ITEM#S-UFD-15-088 Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
009	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED DONGLE KIT ITEM #F-KAS-00-001 Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 10
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
010	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED CLOUD PACKING KIT ITEM#F-KAS-04-002 Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
08/08/24	293683				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

011 LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	735.00000	735.00
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Additional Description Notes

SMART TRANSLATOR, SINGLE LANGUAGE TRANSLATION

ITEM #S-UFD-04-040

START DATE: JULY 30,2024

END DATE: JULY 29, 2025

Vendor Item

Inventory Item/Loc 1723

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			735.00
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Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
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Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210
 PARSIPPANY, NJ 07660
 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/08/24	293683				POLICE ADMIN SERVICES
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
012	FREIGHT	1.00 EACH	340.00000	340.00
	Vendor Item Inventory Item/Loc 14009			
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			340.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

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
08/08/24	293683				POLICE ADMIN SERVICES

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				44121.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	44121.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	44121.00	
DRUG ENFORCEMENT FUND EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	08/08/24	JAMES BARBER	Automatic Forward to 910519885
Approved	08/09/24	RODNEY GREELEY	R.G.
Approved	08/09/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	08/09/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	08/09/24	WILLIAM REED	Auto approved by: 910510512
Approved	08/13/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	08/13/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	08/13/24	SHAUNAGYE SIMMS	
Approved	08/13/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	08/21/24	DONALD ROSE	Auto approved by: 9105fola
Approved	08/21/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/21/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/21/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/21/24	ANNE FOLEY	
Approved	08/21/24	JOHN PAINE	Auto approved by: 9105fola
Approved	08/21/24	MICHAEL SPAFFORD	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 14
=====	=====

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

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
08/08/24	293683				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Galls LLC for 116 bullet-proof vests for MPD.

Amount of Contract:

\$69,530.40

Funding Source

General fund.

ATTACHMENTS:

1. 20240822 Galls Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 August 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 Galls LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Galls LLC for 116 bullet-proof vests for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,530.40

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Buy Board 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>13569</u>	2024	(1530) POLICE ADMIN SERVICES	116 BULLET-PROOF VESTS FOR MPD (BUY BOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$69,530.40	<u>(070216) GALLS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER BUYBOARD CONTRACT 670-22 VEST PROTECTIVE, BULLET PROOF, LEVEL 2, WITH METAL IMPACT PLATE AND EXTRA NAVY BLUE CARRIER. VENDOR TO PROVIDE POINT BLANK SD6B20CS0P. AS PER BUY BOARD CONTRACT #670-22.	116.00 EACH	599.40000	69530.40
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Additional Description Notes

1. 7437 Check, Paul
2. 11606 Black, Sean
3. 9954 Kelley, Michael
4. 13149 Saunders, Tilford (to be fitted)
5. 16683 Andrews, Margo
6. 19430 Corbett, James
7. 19441 Flowers, John
8. 7661 Freeman, Frederick
9. 14598 Jones, Alex
10. 18802 Knox, Jeremy
11. 6952 Manning, James
12. 10028 Sutherland, Byron
13. 13584 Portis, Deandre
14. 15285 McDonald, Derrick

Bill To	Requisition 00013569-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET

MOBILE, AL 36606

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
15.	10077 Collier, Frank			
16.	12549 Latham, Bradley			
17.	19475 Pulliam, Nicholas			
18.	15329 Callegari, Paul			
19.	18601 Thomas, Jonathan (to be fitted)			
20.	3959 Brown, Lovell (to be fitted)			
21.	12906 Hahlen, Robert			
22.	16984 Reyes, David			
23.	15317 Clark, Terry			
24.	15027 Gipson, Daryl			
25.	15033 McCarthy, Nathaniel (to be fitted)			
26.	14589 Taylor, Kenyada (to be fitted)			
27.	18584 Rester, Ronnie			
28.	18375 Stewart, James			
29.	13092 McMichael, Deron			
30.	13464 Eldridge, Torino			
31.	18336 Frazier, Katrina			
32.	18615 Dillon, Emmanuel (to be fitted)			
33.	17654 Hill, Daniel			
34.	18594 Homsher, Luther (to be fitted)			
35.	18590 Laster, Steven			
36.	18604 Long, Tyrese (to be fitted)			
37.	18128 Reeves, Alijah			
38.	18585 Uptagraft,			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Christopher (to be fitted)			
39.	15717 Weaver, Joshua			
40.	16873 Black, Brittany			
41.	7560 Garrett, Matthew			
42.	12548 Degeer, Charles			
43.	12625 Booth, Jeffery			
44.	8972 Campbell, Armand			
45.	9041 Blakely, Ryan			
46.	7666 Curd, Richard			
47.	15718 Gee, Jarod			
48.	7450 Hicks, John			
49.	10853 Lowry, John			
50.	11018 McCracken, Mark (to be fitted)			
51.	11633 Goodman, David			
52.	18220 Young, Arak			
53.	19866 Johnson, Nigel			
54.	17235 Jones, Nathan			
55.	12103 Matthew James (to be fitted)			
56.	12630 Moyer, Christopher			
57.	11803 Hallmark, James			
58.	7454 Patterson, Dwayne			
59.	12553 Hodge, Russell			
60.	8473 Corley, Jeffrey (to be fitted)			
61.	18595 Bolton, Eric (to be fitted)			
62.	15081 Little, Leslie			
63.	12409 Black, Anthony			
64.	18852 New, Stacy			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
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2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
65.	10512 Greeley, Rodney			
66.	12306 Hudson, William			
67.	6797 Goodwin, John			
68.	13429 Hebert, Joseph			
69.	12301 Perkins Terrence (to be fitted)			
70.	21207 Woodside, Dalton			
71.	18324 Sentelle, Travis			
72.	11706 Shirey, Matthew			
73.	15234 Stewart, Riley			
74.	5688 Glover, Mickie (to be fitted)			
75.	10680 Jones, Melvin			
76.	12304 Ladnier, Stanley			
77.	14482 Joerger, Joshua			
78.	3427 Molyneaux, John			
79.	14890 Motykiewicz, Michael			
80.	13304 Owens, Dennis			
81.	18311 Kinzer, Alexis			
82.	16867 Myers, Jonathan (to be fitted)			
83.	11630 Miller, Charles			
84.	14412 Naman, Kevin			
85.	11799 Reeher, Brian			
86.	12357 Welch, Charles			
87.	10679 Screws, Louis (to be fitted)			
88.	16674 Rivers, Brian			
89.	16508 Schlumpf, Shawn			
90.	14539 Snyder, Robert (to be fitted)			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor
GALLS LLC
P O BOX 71628

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2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
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Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
91.	13466 Palmer, Patrick (to be fitted)			
92.	18848 Soto, Jordon			
93.	18382 Hobdy, Kahdra			
94.	16975 welch, Charlie			
95.	14410 Michael Cook			
96.	13419 Badon, Sarah			
97.	18086 Sheritt, David			
98.	15032 Looney, Darlene (to be fitted)			
99.	15839 Hollis, Melissa			
100.	12011 Atkins, Aaron			
101.	18847 Gill, Roger			
102.	16510 Copeland, Jeanie (to be fitted)			
103.	16597 Bryant, Christian			
104.	19860 Daniels, Cody			
105.	3545 Ramey, Richard			
106.	9965 Lambert, Reginal			
107.	15922 Evans, Eugene			
108.	17696 Breslin, Mark			
109.	16684 Canning, John (to be fitted)			
110.	21154 Burgdorf, Brian			
111.	18221 Loper, Xavier (to be fitted)			
112.	11802 Mullen, William			
113.	19444 Holt, Christian (to be fitted)			
114.	18388 Martinez Vigoa, Osviel (to be fitted)			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
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Vendor
 GALLS LLC
 P O BOX 71628

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 2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
 Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
115.	16675 Rebhorn, Ian			
116.	18381 Kilburn, Kimberly			
	Vendor Item			
	Inventory Item/Loc 4502			

1 1000.30.15.1530.1542.1530.0000.0000.47020.	69530.40
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total	69530.40
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***** General Ledger Summary Section *****

Account	Amount Remaining Budget
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1000.30.15.1530.1542.1530.0000.0000.47020.

69530.40

SUPPORT SERVICE DIV EXP

EQUIPMENT (LESS THAN \$5000)

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

Activity	Date	Clerk	Comment
Approved	08/12/24	EMILY NORTON	

=====	=====
Bill To	Requisition 00013569-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
=====	=====

Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/09/24	070216				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 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 BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* 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 BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

*****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', is positioned above the printed name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



April 2, 2024

Sent via email to: cooperative@galls.com

Tiffany Brewer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Re: Uniforms and Accessories
BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22, for which the current term is set to expire May 31, 2024. At this time, the BuyBoard is renewing your contract through May 31, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

1. Discount (%) off catalog/pricelist for Purchase of Band Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	5%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Marchmaster	Directors Showcase & StylePlus pricelist	3%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Southeastern Performance Apparel	Southeastern pricelist	2%	No
Stage Accents	Stage Accents pricelist	0%	No
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Dance Time, LLC	Style Plus pricelist	15%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

2. Discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
Distractions, Inc.	Augusta pricelist	12%	No
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	Body Wrappers pricelist	12%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Distractions, Inc.	Dance Class pricelist	12%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Marchmaster	Directors Showcase & StylePlus pricelist	3%	Yes
Reynolds Uniforms	Director's Showcase pricelist 0%-25%	0%	Yes
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms pricelist	0%	Yes
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

2. Discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Distractions, Inc.	Style Plus Band pricelist	0%	Yes
Reynolds Uniforms	Style Plus Band pricelist (0%-25%)	0%	Yes
Dance Time, LLC	Style Plus pricelist	15%	No
Distractions, Inc.	Team Leader pricelist	0%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

3. Discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories (dresses, tuxedos, jackets, pants)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
DeMoulin Brothers and Company	Applause Tux Coats pricelist	5%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Cousin's Concert Attire	Cousin's Concert Attire pricelist	0%	Yes
Marchmaster	Cousins pricelist	3%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Reynolds Uniforms	Director's Showcase pricelist 0%-25%	0%	Yes
Dance Sophisticates, Inc.	DS Formal Apparel pricelist	0%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Southeastern Performance Apparel	Southeastern pricelist	2%	Yes
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Dance Time, LLC	Style Plus pricelist	15%	No
Reynolds Uniforms	Style Plus pricelist 0%-25%	0%	Yes
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

3. Discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories (dresses, tuxedos, jackets, pants)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tuxedo Wholesaler	Tuxedo Wholesaler pricelist	2%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

4. Discount (%) off catalog/pricelist for Purchase of Show Choir Wear, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
DeMoulin Brothers and Company	Applause Tux Coats pricelist	0%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Cousin's Concert Attire	Cousin's Concert Attire pricelist	0%	Yes
Marchmaster	Cousins pricelist	3%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Reynolds Uniforms	Director's Showcase pricelist	0%	Yes
Dance Sophisticates, Inc.	DS Show Choir Apparel pricelist	0%	Yes
Ace T-Shirts	Essentials 2022	12%	No
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Southeastern Performance Apparel	Southeastern pricelist	2%	Yes
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Reynolds Uniforms	Style Plus pricelist 0%-25%	0%	Yes
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes
Tuxedo Wholesaler	Tuxedo Wholesaler pricelist	2%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

5. Discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
DeMoulin Brothers and Company	Algy by DeMoulin pricelist	0%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
America Team Sports	America Team Sports pricelist	40%	No
Anchorage Unlimited	Anchorage Unlimited pricelist	5%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Distractions, Inc.	Augusta pricelist	12%	Yes
Dance Time, LLC	Augusta pricelist	15%	No
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	Body Wrappers pricelist	12%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	Yes
Dance Time, LLC	Dance Time pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco pricelist	10%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Reynolds Uniforms	Reynolds Uniforms pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

5. Discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Proforma A-Z Specialties, Inc.	Sport Tek Catalog	10%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	Yes
Distractions, Inc.	TeamLeader pricelist	0%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Varsity Spirit Fashion	Varsity Spirit 2022 Catalog	0%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

6. Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
DeMoulin Brothers and Company	Algy by DeMoulin pricelist	0%	Yes
Dance Time, LLC	Algy pricelist	15%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
America Team Sports	America Team Sports pricelist	40%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Distractions, Inc.	Augusta pricelist	12%	No
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	BodyWrappers pricelist	12%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Cheers Etc. Inc.	Cheers Etc. Catalog 2021	0%	No
Distractions, Inc.	Dance Class pricelist	12%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes
Down Patt	Down Patt pricelist	0%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Floyette Originals, Inc.	Floyette Originals pricelist	0%	Yes
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

6. Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dance Time, LLC	Motion Wear pricelist	15%	No
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco Poms pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Reynolds Uniforms	Reynolds Uniforms pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Proforma A-Z Specialties, Inc.	Sport Tek Catalog	10%	No
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Distractions, Inc.	Team Leader pricelist	0%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS Team Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

7. Discount (%) off catalog/pricelist for Purchase of Dancewear, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
America Team Sports	America Team Sports pricelist	40%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Distractions, Inc.	Augusta pricelist	12%	Yes
Marchmaster	AWCT pricelist	3%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	Yes
Distractions, Inc.	Body Wrappers pricelist	12%	Yes
Dance Time, LLC	Capezio pricelist	15%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	Yes
Distractions, Inc.	Dance Class pricelist	12%	Yes
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	Yes
Marchmaster	DSI pricelist	3%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Floyette Originals, Inc.	Floyette Originals pricelist	0%	Yes
C&C Sporting Goods	Founder Sports pricelist	20%	No
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
Dance Time, LLC	Motion Wear pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

7. Discount (%) off catalog/pricelist for Purchase of Dancewear, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	Yes
Distractions, Inc.	Pepco Poms pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Reynolds Uniforms	Reynolds Uniforms pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Marchmaster	StylePlus pricelist	3%	Yes
TeamLeader, Inc.	TeamLeader Catalog	5%	Yes
Texas Motion Sport, LLC	TMS Team Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Varsity Spirit Fashion	Varsity Spirit 2022 Catalog	0%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Anchorage Unlimited	A4 Catalog	5%	No
America Athletic Wear	AAW Catalog	40%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	Yes
NAFECO	Anchor Uniforms pricelist	26%	No
Anchorage Unlimited	Anchorage Unlimited pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	25%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	Yes
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	Yes
Distractions, Inc.	Augusta pricelist	12%	Yes
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	Yes
Marchmaster	AWCT pricelist	3%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
NAFECO	Bates Footwear pricelist	24%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	BodyWrappers pricelist	12%	No
Dance Time, LLC	Capezio pricelist	15%	No
Champion Teamwear	Champion Teamwear pricelist	10%	Yes
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	Yes
Cousin's Concert Attire	Cousin's Concert Attire pricelist	0%	Yes
Distractions, Inc.	Dance Class pricelist	12%	Yes
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	Yes
Reynolds Uniforms	Director's Showcase pricelist 0%-25%	0%	Yes
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes

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8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Marchmaster	DSI pricelist	3%	Yes
NAFECO	Dutyman pricelist	15%	No
NAFECO	Elbeco pricelist	14%	Yes
Ace T-Shirts	Essentials 2022	12%	Yes
Dance Time, LLC	Eurotard pricelist	15%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Floyette Originals, Inc.	Floyette Originals pricelist	0%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	No
Intrepid Sportswear, Inc.	Intrepid Sportswear pricelist	10%	Yes
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco Poms pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Southeastern Performance Apparel	Southeastern pricelist	2%	Yes
Proforma A-Z Specialties, Inc.	Sport Tek Catalog	10%	Yes
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Distractions, Inc.	Style Plus Band pricelist	0%	Yes
Marchmaster	Style Plus pricelist	3%	Yes

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8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Reynolds Uniforms	Sytle Plus pricelist 0%-25%	0%	Yes
Team Express	Team Express pricelist	20%	Yes
Distractions, Inc.	Team Leader pricelist	0%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS Team Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	Yes
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes
Tuxedo Wholesaler	Tuxedo Wholesaler pricelist	2%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	Yes
NAFECO	Weinbrenner/Thorogood Work pricelist	25%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	5.11 Tactical pricelist	15%	Yes
NAFECO	5.11 Tactical pricelist	8%	No
Summit Uniforms	5.11 Tactical pricelist	15%	Yes
NAFECO	Alpha Broder pricelist	18%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
NAFECO	Anchor Uniforms pricelist	26%	Yes
NAFECO	Armor Express pricelist	24%	Yes
Summit Uniforms	ASP pricelist	15%	Yes
NAFECO	Atlenco - TruSpec pricelist	18%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Barefoot Athletics	Barefoot Athletics pricelist	0%	Yes
NAFECO	Bates Footwear pricelist	24%	Yes
Summit Uniforms	Belleville Boots pricelist	15%	Yes
Nardis, Inc.	Belleville pricelist	15%	Yes
Summit Uniforms	Bianchi pricelist	15%	Yes
NAFECO	Blackinton pricelist	18%	Yes
Nardis, Inc.	Blackinton pricelist	15%	No
Summit Uniforms	Blauer pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Summit Uniforms	Danner pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
NAFECO	Dutyman pricelist	15%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	No
NAFECO	Edwards Garments pricelist	26%	Yes

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
NAFECO	Elbeco pricelist	14%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Nardis, Inc.	First Tactical pricelist	15%	Yes
Summit Uniforms	First Tactical pricelist	15%	Yes
NAFECO	First Tactical pricelist	14%	No
Nardis, Inc.	Flying Cross	15%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	Yes
Summit Uniforms	Flying Cross/Fecheimer pricelist	15%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
NAFECO	Gerber Outwear pricelist	10%	Yes
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Nardis, Inc.	Gould and Goodrich	15%	Yes
Gunfighter Supply, LLC	Gunfighter Supply Uniform pricelist	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
NAFECO	Haix pricelist	15%	Yes
Nardis, Inc.	Hero's Pride	15%	Yes
NAFECO	Liberty Uniforms pricelist	26%	Yes
Nardis, Inc.	Lion pricelist	15%	No
NAFECO	Lion pricelist	31%	Yes
Calfee Specialties	Lutz pricelist	15%	Yes
Maxari	Maxari pricelist	0%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Summit Uniforms	Paraclete pricelist	15%	Yes

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Summit Uniforms	Point Blank pricelist	30%	Yes
NAFECO	Point Blank pricelist	16%	No
NAFECO	Portwest pricelist	16%	Yes
Summit Uniforms	Propper pricelist	15%	Yes
Nardis, Inc.	Propper pricelist	15%	Yes
NAFECO	Propper pricelist	14%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
NAFECO	Rocky Boots pricelist	6%	Yes
ROE Tactical	ROE Tactical Beyond pricelist 7%-20%	7%	Yes
Summit Uniforms	Safariland pricelist	15%	Yes
Nardis, Inc.	Safariland pricelist	15%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Summit Uniforms	Sanmar - Port Authority pricelist	15%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Nardis, Inc.	Sanmar pricelist	15%	Yes
NAFECO	Smith & Warren pricelist	25%	Yes
Nardis, Inc.	Smith and Warren pricelist	15%	No
NAFECO	Southeastern Shirts pricelist	12%	Yes
Summit Uniforms	Spiewak pricelist	15%	No
Nardis, Inc.	Spiewak pricelist	15%	No
NAFECO	Spiewak pricelist	26%	Yes
Summit Uniforms	Steiner Optics pricelist	15%	No
Nardis, Inc.	Strong Leather pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	No
Tote Unlimited	TOTE Unlimited	0%	No
Nardis, Inc.	Tru Spec pricelist	15%	Yes

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Nardis, Inc.	Vertx pricelist	15%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Weinbrenner / Thorogood Fire pricelist	25%	Yes
NAFECO	Workrite FR pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Summit Uniforms	Workwear Outfitters pricelist	15%	Yes

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10. Discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Calfee Specialties	Alpha Broder pricelist	15%	Yes
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Barefoot Athletics	Barefoot Athletics pricelist	0%	Yes
Nardis, Inc.	Belleville pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Maxari	Dickies pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	Yes
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Nardis, Inc.	Flying Cross pricelist	15%	Yes
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Nardis, Inc.	Hero's Pride pricelist	15%	Yes
NAFECO	Liberty Uniforms pricelist	26%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Maxari	RedKap pricelist	0%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes

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10. Discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Nardis, Inc.	Sanmar pricelist	15%	No
NAFECO	Southeastern pricelist	12%	Yes
Nardis, Inc.	Spiewak pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Weinbrenner/Thorogood Work pricelist	25%	Yes
Anchorage Unlimited	Workwear Catalog	5%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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11. Discount (%) off catalog/pricelist for Purchase of Food Service Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Calfee Specialties	Blue Generation pricelist	15%	Yes
Anchorage Unlimited	ChefWear pricelist	5%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Maxari	Dickies pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
NAFECO	Edwards Garments pricelist	26%	Yes
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Happy Chef Uniforms	Happy Chef pricelist	0%	Yes
Anchorage Unlimited	Happy Chef pricelist	5%	Yes
Nardis, Inc.	Hero's Pride pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Maxari	Red Kap pricelist	0%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No

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11. Discount (%) off catalog/pricelist for Purchase of Food Service Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	Sanmar pricelist	15%	No
Nardis, Inc.	Thorogood pricelist	15%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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12. Discount (%) off catalog/pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Maxari	Horace pricelist	0%	Yes
Calfee Specialties	Landau pricelist	15%	Yes
Anchorage Unlimited	Medical Uniforms pricelist	5%	Yes
Maxari	Medical Uniforms Supplies pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Maxari	Redkap pricelist	0%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Proforma A-Z Specialties, Inc.	Scrub Authority pricelist	10%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Anchorage Unlimited	Wonderwink Catalog	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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12. Discount (%) off catalog/pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.
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Vendor Name	Vendor Catalog Information	Percent Discount	Award
Maxari	Workwear pricelist	0%	Yes

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13. Discount (%) off catalog/pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Calfee Specialties	Alpha Broder pricelist	15%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Dance Time, LLC	BAW pricelist	15%	No
Coastal Enterprises	Coastal Enterprises pricelist	10%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	No
Designs In Thread	Designs In Thread pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edward's Garment pricelist	15%	No
NAFECO	Edwards Garments pricelist	26%	Yes
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	Yes
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
Anchorage Unlimited	Polo and Knits Catalog	5%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No

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13. Discount (%) off catalog/pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Nardis, Inc.	Sanmar pricelist	15%	No
Nardis, Inc.	Thorogood pricelist	15%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Anchorage Unlimited	Woven and Dress Shirt Catalog	5%	Yes

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14. Discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Anchorage Unlimited	A4 Catalog	5%	No
America Athletic Wear	AAW Catalog	40%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	No
Aramark Uniform Services	Aramark pricelist	25%	Yes
Anchorage Unlimited	AS Catalog	5%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Dance Time, LLC	BAW pricelist	15%	No
Calfee Specialties	Blue Generation pricelist	15%	Yes
Anchorage Unlimited	ChefWear pricelist	5%	No
Coastal Enterprises	Coastal Enterprises pricelist	10%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Anchorage Unlimited	Happy Chef pricelist	5%	No
Anchorage Unlimited	Medical Uniforms pricelist	5%	No
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	No

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14. Discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Anchorage Unlimited	Specialty Apparel pricelist	5%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Anchorage Unlimited	Wonderwink Catalog	5%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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15. Discount (%) off catalog/pricelist for Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
Aramark Uniform Services	Aramark pricelist	25%	Yes
Calfee Specialties	Broberry pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Maxari	MSC Arc Flame pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
NAFECO	Portwest pricelist	16%	Yes
AMC Promotions	Rasco pricelist	5%	No
Minority Authority Uniform LLC	Rasco FR Catalog	25%	No
Calfee Specialties	Rasco pricelist	15%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Workrite FR pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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16. Discount (%) off catalog/pricelist for Purchase of Industrial Towels.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022	15%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Anchorage Unlimited	Linen's pricelist	5%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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17. Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	5.11 Tactical pricelist	15%	Yes
America Athletic Wear	AAW Catalog	40%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	Yes
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Nardis, Inc.	Belleville pricelist	15%	Yes
Nardis, Inc.	Blackinton pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Coastal Enterprises	Coastal Enterprises pricelist	10%	Yes
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	Yes
Ace T-Shirts	Essentials 2022	12%	Yes
Nardis, Inc.	First Tactical pricelist	15%	Yes
Nardis, Inc.	Flying Cross	15%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	Yes
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Nardis, Inc.	Gould and Goodrich	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

17. Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Anchorage Unlimited	GSS Catalog - Hi-Vis apparel pricelist	5%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Nardis, Inc.	Hero's Pride pricelist	15%	Yes
Nardis, Inc.	Lion pricelist	15%	No
NAFECO	Lion Stationwear pricelist	31%	Yes
Calfee Specialties	Lutz pricelist	15%	Yes
Maxari	Maxari pricelist	0%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
NAFECO	Portwest pricelist	16%	Yes
Nardis, Inc.	Propper pricelist	15%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Nardis, Inc.	Safariland pricelist	15%	Yes
Minority Authority Uniform LLC	Saf-T-Glove Inc. Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Nardis, Inc.	Sanmar pricelist	15%	Yes
Nardis, Inc.	Smith and Warren pricelist	15%	Yes
Nardis, Inc.	Spiewak pricelist	15%	Yes
Nardis, Inc.	Strong Leather pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	Yes
Tote Unlimited	TOTE Unlimited	0%	Yes
Nardis, Inc.	Tru Spec pricelist	15%	Yes
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Nardis, Inc.	Vertx pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

17. Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Webb's Uniforms	Webb's Uniforms pricelist	0%	Yes
NAFECO	Workrite pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

18. Discount (%) off catalog/pricelist for Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

19. Discount (%) off catalog/pricelist for Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

20. Discount (%) off catalog/pricelist for Rental of Food Service Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

21. Discount (%) off catalog/pricelist for Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

22. Discount (%) off catalog/pricelist for Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco, Inc.	Alsco Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

23. Discount (%) off catalog/pricelist for Rental of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

24. Discount (%) off catalog/pricelist for Rental of Industrial Towels.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	10%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Facility Services Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

25. Discount (%) off catalog/pricelist for Rental of Industrial Mats.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco, Inc.	Alsco Uniforms pricelist	10.0%	Yes
Aramark Uniform Services	Aramark pricelist	15.0%	Yes
Designs In Thread	Designs In Thread pricelist	0.0%	No
UniFirst Corp.	Facility Services Catalog	40.0%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

26. Discount (%) off catalog/pricelist for Rental of Industrial Mop Service.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	10%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Facility Services Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

27. Discount (%) off catalog/pricelist for Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

28. Discount (%) off catalog/pricelist for Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco, Inc.	Alsco Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes



August 21, 2024

Dear Councilmembers:

The attached resolution involves two permanent sidewalk easements for the Dr. Martin Luther King Jr. Avenue complete streets project:

1. From Spire Gulf Inc. to City of Mobile along Dr. Martin Luther King Jr. Ave between Beauregard St and Marmotte St.
2. From City of Mobile to City of Mobile at MLK Park, at the corner of Dr. Martin Luther King Jr. Ave and Kennedy St.

As part of the Redeveloping Broad Street Phase Four Project, COM Project No. 2023-2045-01, new sidewalks will be installed as part of the overall complete streets transformation along the MLK corridor. 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 me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

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

Jennifer Greene
Director, Programs and Project Management
Public Works

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 City hereby accepts two Permanent Sidewalk Easements, for the TIGER/Dr. MLK Jr. Ave./Broad Street project, from.

1. The City of Mobile, a Municipal Corporation, on its property, located at 1151 Dr. Martin Luther King Jr Avenue.
2. Spire Gulf, Inc., an Alabama Corporation, on its property, located at 804 Dr. Martin Luther King Jr Avenue.

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

SIDEWALK EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SPIRE GULF, INC. an Alabama 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, including 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. Any construction, maintenance or future repair of said easement is subject to an Environmental Covenant recorded in the office of the Judge of Probate Court of Mobile County, Alabama, Instrument number 2019023979.

IN WITNESS WHEREOF, Spire Gulf, Inc. an Alabama Corporation, has caused these presents to be executed by JOE HAMPTON as its President, who is duly authorized in this premises, on this 15 day of August, 2024.

DPA
DPA

Spire Gulf, Inc., an Alabama Corporation

By: [Signature]
as its President

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Joseph Hampton, whose name as President of Spire Gulf, Inc., an Alabama 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 President, and with full authority, executed the same voluntarily for and as the act of Spire Gulf, Inc. an Alabama Corporation, on the day the same bears date.

Given under my hand and seal this the 15 day of August, 2024

[Signature]

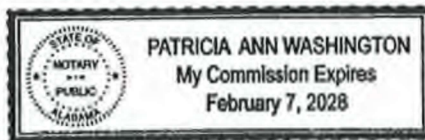
Notary Public, State of Alabama

My Commission Expires : 2-7-2028

This instrument prepared by

City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633



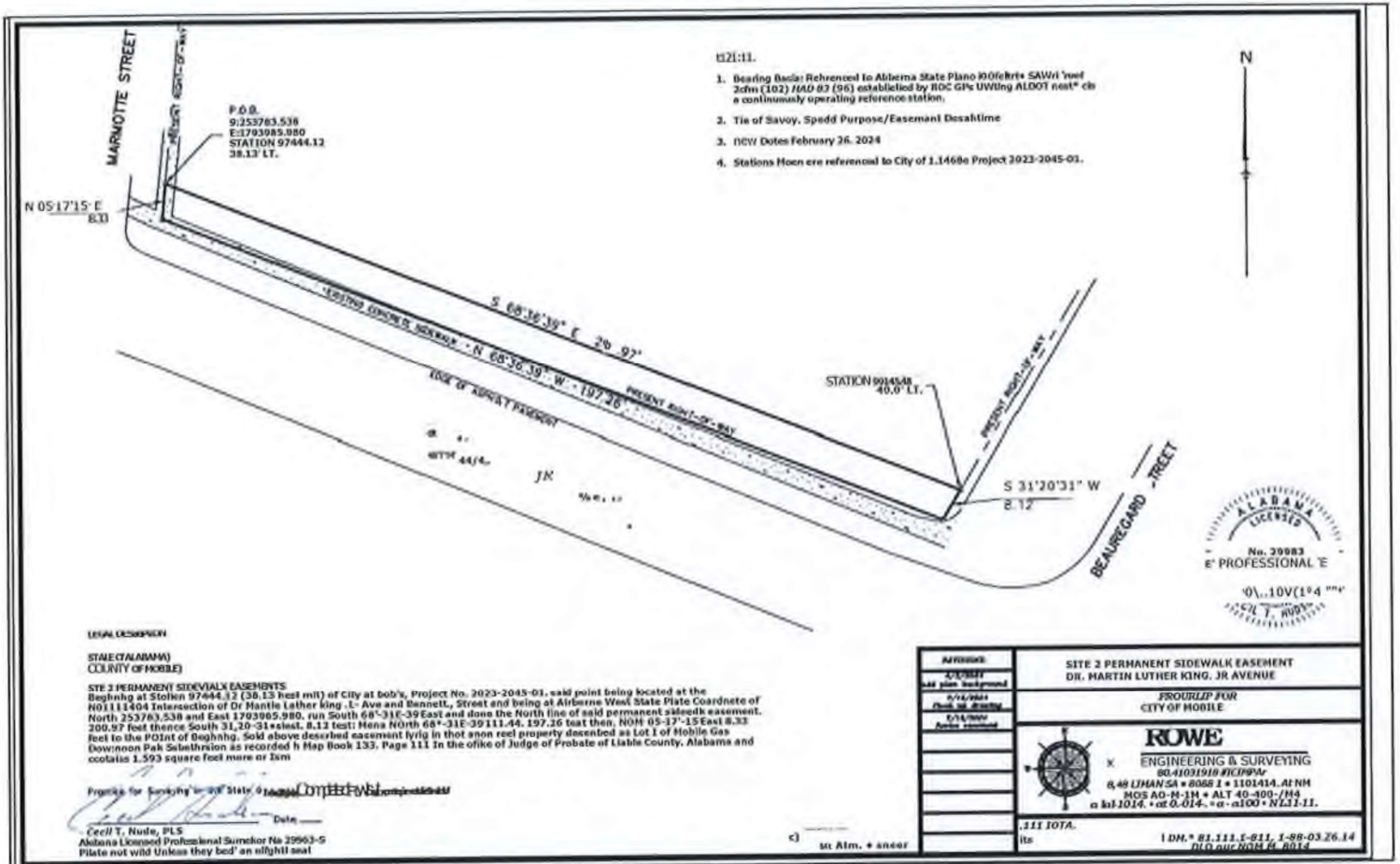
“EXHIBIT A”

STATE OF ALABAMA)
COUNTY OF MOBILE)

SITE 2 PERMANENT SIDEWALK EASEMENT:

Beginning at Station 97+44.12 (38.13 feet left) of City of Mobile Project No. 2023-2045-01, said point being located at the Northeast intersection of Dr Martin Luther King Jr Avenue and Marmotte Street and being at Alabama West State Plane Coordinate of North 253783.538 and East 1793965.980, run South 68°-36’-39” East and along the North line of said permanent sidewalk easement, 200.97 feet; thence South 31°-20’-31” West, 8.12 feet; thence North 68°-36’-39” West, 197.26 feet; thence North 05°-17’-15” East, 8.33 feet to the Point of Beginning. Said above-described easement lying in that certain real property described as Lot 1 of Mobile Gas Downtown Park Subdivision as recorded in Map Book 133, Page 111 in the office of Judge of Probate of Mobile County, Alabama, and contains 1,593 square feet, more or less.

"EXHIBIT B"



PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITY OF MOBILE, a Municipal 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 their property, the undersigned Grantors do hereby grant unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, 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.

All work will be done in an orderly manner.

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk.

IN WITNESS WHEREOF, the said GRANTOR has hereunto caused this instrument to be executed by its duly authorized representative(s) on this the ____ day of _____, 2024.

GRANTOR:

The City of Mobile

By: _____
William S. Stimpson
Its: Mayor

ATTESTED:

By: _____

Its: City Clerk

Grantors:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

“EXHIBIT A”

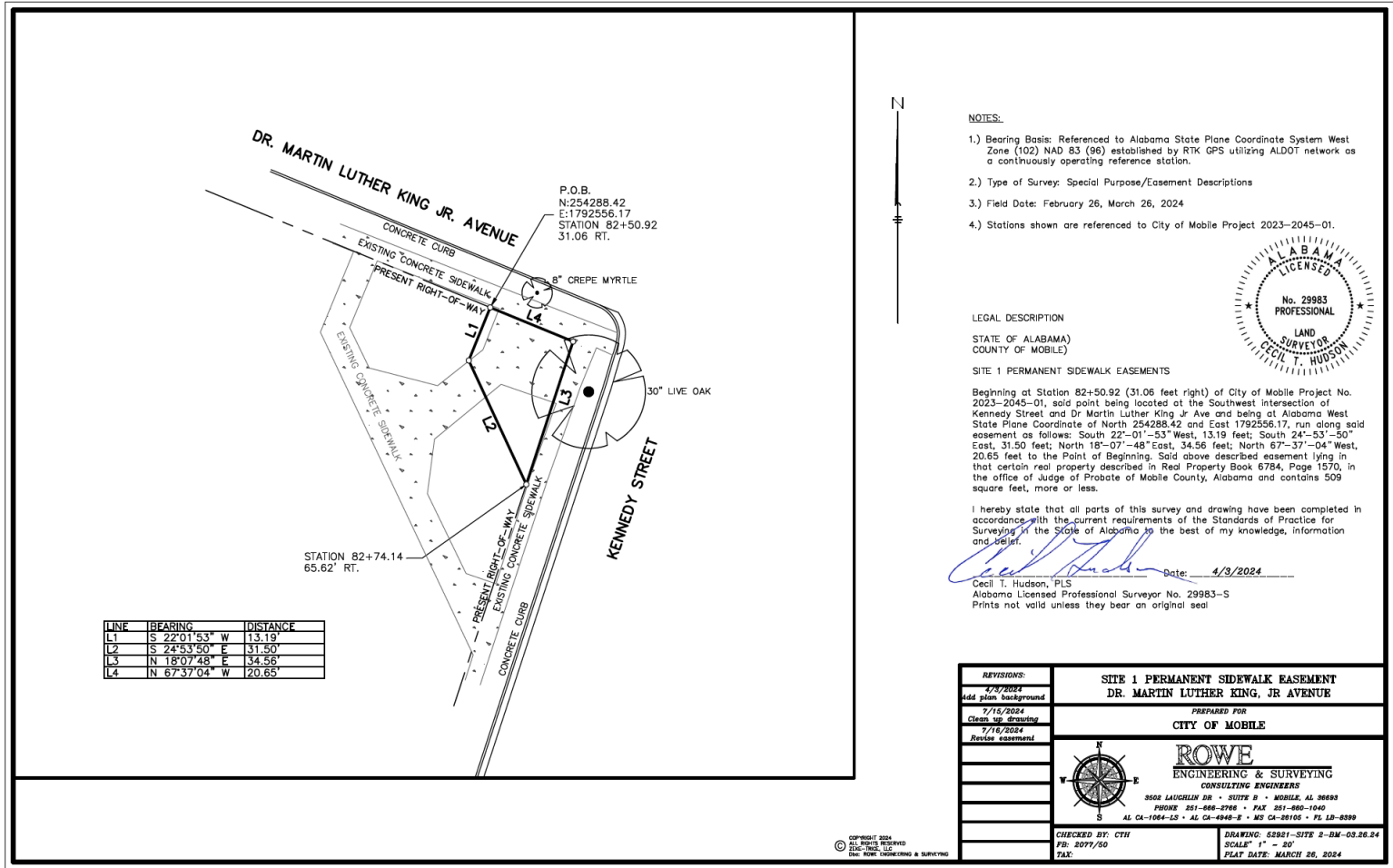
STATE OF ALABAMA)

COUNTY OF MOBILE)

SITE 1 PERMANENT SIDEWALK EASEMENT:

Beginning at Station 82+50.92 (31.06 feet right) of City of Mobile Project No. 2023-2045-01, said point being located at the Southwest intersection of Kennedy Street and Dr Martin Luther King Jr Ave and being at Alabama West State Plane Coordinate of North 254288.42 and East 1792556.17, run along said easement as follows: South 22°-01’-53” West, 13.19 feet; South 24°-53’-50” East, 31.50 feet; North 18°-07’-48” East, 34.65 feet; North 67°-37’-04” West, 20.65 feet to the Point of Beginning. Said above-described easement lying in that certain real property described in Real Property Book 6784, Page 1570, in the office of Judge of Probate of Mobile County, Alabama and contains 509 square feet, more or less.

“EXHIBIT B”



- NOTES:
- 1.) Bearing Basis: Referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83 (96) established by RTK GPS utilizing ALDOT network as a continuously operating reference station.
 - 2.) Type of Survey: Special Purpose/Easement Descriptions
 - 3.) Field Date: February 26, March 26, 2024
 - 4.) Stations shown are referenced to City of Mobile Project 2023-2045-01.



LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE
SITE 1 PERMANENT SIDEWALK EASEMENTS

Beginning at Station 82+50.92 (31.06 feet right) of City of Mobile Project No. 2023-2045-01, said point being located at the Southwest intersection of Kennedy Street and Dr. Martin Luther King Jr Ave and being at Alabama West State Plane Coordinate of North 254288.42 and East 1792556.17, run along said easement as follows: South 22°-01'-53" West, 13.19 feet; South 24°-53'-50" East, 31.50 feet; North 18°-07'-48" East, 34.56 feet; North 67°-37'-04" West, 20.65 feet to the Point of Beginning. Said above described easement lying in that certain real property described in Real Property Book 6784, Page 1570, in the office of Judge of Probate of Mobile County, Alabama and contains 509 square feet, more or less.

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Cecil T. Hudson Date: 4/3/2024
Cecil T. Hudson, PLS
Alabama Licensed Professional Surveyor No. 29983-S
Prints not valid unless they bear an original seal

LINE	BEARING	DISTANCE
L1	S 22°01'53" W	13.19
L2	S 24°53'50" E	31.50
L3	N 18°07'48" E	34.56
L4	N 67°37'04" W	20.65

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ALL RIGHTS RESERVED
CITY OF MOBILE, AL
BY: ROWE ENGINEERING & SURVEYING

REVISIONS:	SITE 1 PERMANENT SIDEWALK EASEMENT DR. MARTIN LUTHER KING, JR AVENUE
4/3/2024 Add plan background	PREPARED FOR CITY OF MOBILE
7/15/2024 Clear up drawing	ENGINEERING & SURVEYING CONSULTING ENGINEERS
7/16/2024 Revise easement	3502 LAUGHLIN DR. • SUITE B • MOBILE, AL 36688 PHONE 251-686-2766 • FAX 251-686-1040 AL CA-1064-LS • AL CA-4948-E • MS CA-28100 • FL LB-9399
	CHECKED BY: CTH DATE: 2024/03/26 TAX:
	DRAWING: 52921-SITE 2-BM-02.08.24 SCALE: 1" = 20' PLAT DATE: MARCH 26, 2024



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Safe Ride

REVIEWERS:

Tiereney Leverette
Lana Gauthier

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 Safe Ride Transport, Inc. for a Certificate of Public Convenience and Necessity to operate a sedan sand shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted: AUG 13 2024

Lana Paffenbaeh

City Clerk

ASSISTANT

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Safe Ride Transport, Inc.** to operate a **sedan and 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 **August 27, 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.

A handwritten signature in black ink, appearing to read 'Lisa C. Lambert', is written over the printed name.

Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, HASSAN HASSAN individually or on behalf of Safe Ride Transport INC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Safe Ride Transport INC

Business Address: _____

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated ☒ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
HASSAN HASSAN	CEO		2.5

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: CHRYSLER	Year: 2022	Model: Voyager
Make: Dodge	Year: 2019	Model: Caravan
Make: Hyundai	Year: 21	Model: Elantra

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.

Hunter
Applicant's Signature

NAME OF ENTITY:

Safe Ride Transport INC

By: Hassan Hassan A.
Its CEO/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
8 DAY OF August, 2024

Diermy Ayman Hewitt
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: HASSAN HASSAN

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-11"

Weight: 190

Hair Color: black

Eye Color: Brown

Social Security Number _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

[Signature]
Signature

8/8/24
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: HASSAN. HASSAN

Date of Birth: 12/11/1990 Security: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: CEO

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Hed
Signature

8/8/24
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: HASSAN, HASSAN A

Addr:

Nick Name:

Phon:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 33

Weight: 190

Eyes: BROWN

Height: 5'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: TX

DL Type: C

SSN: - - -

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: *C. Knight*

DATE: *August 08, 2024*

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

Safe Ride Transport INC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): Hassan A Hassan

Street (**No PO Boxes**) address of registered office (must be located in Alabama): _____

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama
Sec. Of State
001-148-703 D/C
Date 08/07/2024
Time 20:41:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____
to do my company _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama
under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 10 Par Value 0.001
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

8 / 7 / 2024

Date (MM/DD/YYYY)

Hassan Hassan

Signature as required by 10A-2A-1.20

CEO

Title

Additional Details

Incorporators

Incorporator

Street Address

Mailing Address

Hassan A Hassan

State St

MOON

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Safe Ride Transport INC

This name reservation is for the exclusive use of Safe Ride Transport INC, 292
Siena Vista St, Mobile, AL 36607 for a period of one year beginning August 07,
2024 and expiring August 07, 2025



RES171101

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

August 07, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466**.

Notice ID: lAoQqMrDyHjojugkZIDB | **Proof Updated: Aug, 14, 2024 at 09:02am CDT**
Notice Name: Safe Ride Transport_CPCN Notice

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Tiereney Leverette
tiereney.leverette@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	1.4	
Number of Lines:	n/a	

08/21/2024: Display Ad	1.40
------------------------	------

Subtotal	\$1.40
Tax	\$0.00
Processing Fee	\$5.14
Total	\$6.54

See Proof on Next Page

Expected print dimensions of advertisement:

Width: 1.97 in., Height: 1.4 in.

Newspaper page size: Width: 10.33 in., Height: 12.45 in.

Publisher may wrap or break notice between pages.

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A RIDEAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, purports to consider the application Safe Ride Transport, Inc. to operate a ridean and 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 203 Government Street, Mobile, Alabama, on August 25, 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.


Lela C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Michael Looney is appointed to the Citizens Parks and Recreation
Advisory Committee effective immediately for a term ending September 3,
2026.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_NWS_ Comp. Emergency Action Plan_08-26-24

REVIEWERS:

Tiffany Levy
Laura Angle
Chris Kern
James Barber

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 National Weather Service Program Office a grant in the amount of \$250,000.00 to create a Comprehensive Emergency Action Plan for the City. This project will result in a single, uniform document to guide department heads internally and publicly communicate a cohesive emergency plan with priority goals and objectives. 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 National Weather Service Program Office. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer (Off Premises Only) License
Retail Table Wine (Off Premises Only) License

Submitted by: Jay Siyaram 2024 Inc.

Location: Quick Pick
2311 St. Stephens Road
Mobile, AL 36617

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
08/16/2024	TRANSFER - OWNERSHIP	2024 - 5681	129208	1	September 3, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY SIYARAM 2024 INC

Trade Name (DBA)

QUICK PICK

Location Address

2311 SAINT STEPHENS ROAD

City, State, Zip Code

MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

IRIS AGATHOS

Application Date	Application Type	Application Number	License Account #	Council District	Council Action Date
08/16/2024	TRANSFER - OWNERSHIP	2024 - 5681	129208	1	September 3, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY SIYARAM 2024 INC

Trade Name (DBA)

QUICK PICK

Location Address

2311 SAINT STEPHENS ROAD

City, State, Zip Code

MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pfafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: August 20, 2024

Re: Application # 5681 / 2311 Saint Stephens Rd.

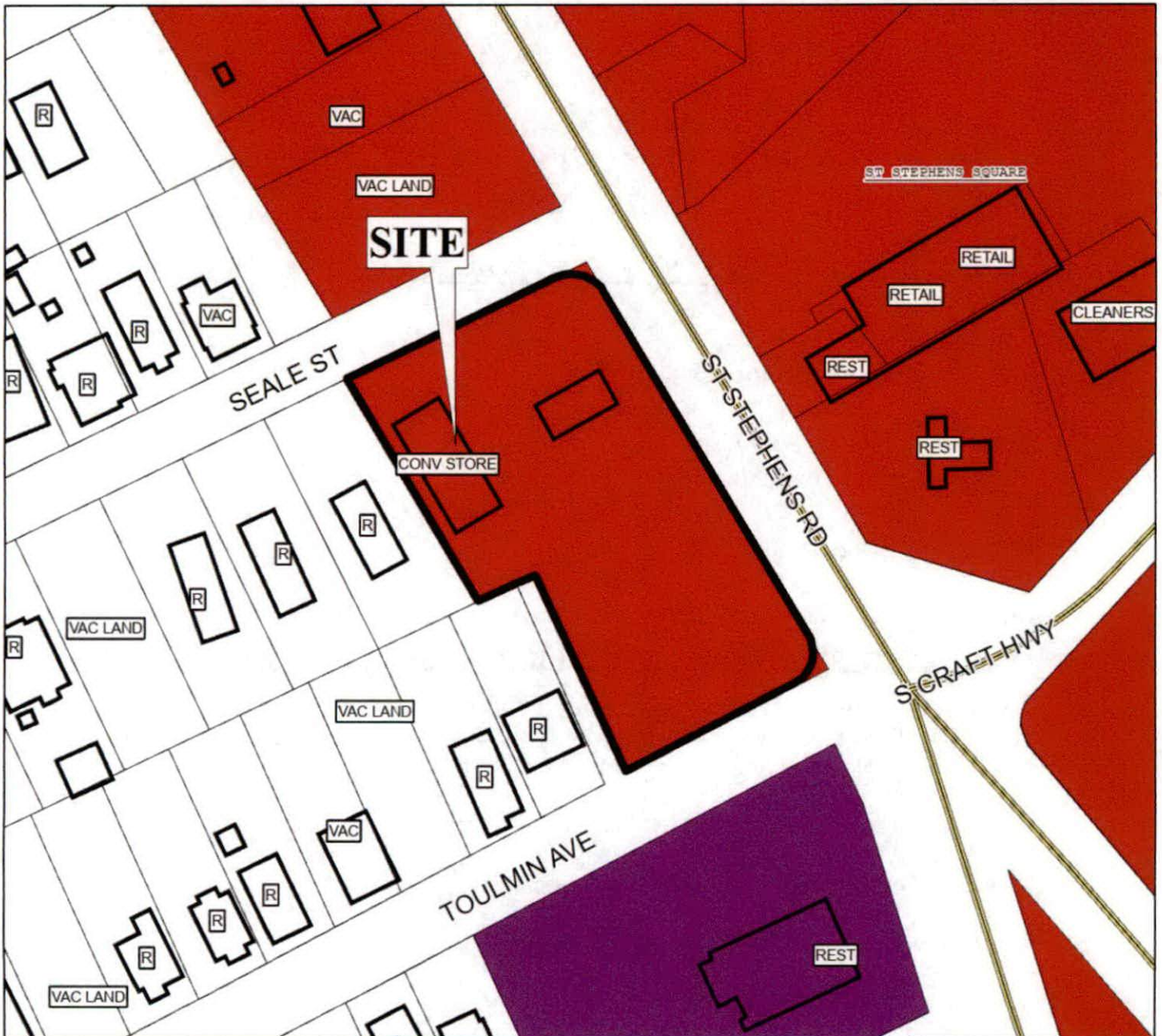
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

The site has a non-conforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 1, Corey Penn (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5681 DATE 9/3/2024

APPLICANT JAY SIYARAM 2024 INC

LOCATION 2311 ST STEPHENS RD

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	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		

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/16/2024	TRANSFER - OWNERSHIP	2024 - 5681	129208	1	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY SIYARAM 2024 INC

Trade Name (DBA)

QUICK PICK

Location Address

2311 SAINT STEPHENS ROAD

City, State, Zip Code

MOBILE AL 36617

Contact Person Information				
Name	Title	POA	Phone	Email
		NO		-

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/09/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/16/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5681	License Account # 129208	Council District 1	Council Agenda Date September 3, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name			Trade Name (DBA) QUICK PICK		
Business Structure Type CORP - CORPORATION		Incorporation Date 02/12/2024	SOS Entity ID	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 2311 SAINT STEPHENS ROAD			City MOBILE	State AL	Zip Code 36617
Mailing Address (Street Address, Suite #, PO Box) 2311 SAINT STEPHENS ROAD			City MOBILE	State AL	Zip Code 36617
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information Name		Title	POA NO	Phone	Email
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name QUICK PIK II INC			Trade Name (DBA) QUICK PIK #2		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)			License Number	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State AL	Zip Code
Bldg Square Footage 3,000	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials PP

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) F		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State AL	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) N/A		Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials PP

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PP

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

PP

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

PP

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

PP

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

PP

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

PP

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

PP

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Prin Patel / PINAL Patel

8-16-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

Prin Patel

OWNER

Sworn to and subscribed before me this **16th** day of **August** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

JAY SIYARAM 2024 INC

dba

QUICK PICK

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

2311 SAINT STEPHENS ROAD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 3, 2024 for application number **2024 - 5681**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 16, 2024



QUICK PICK

2311 ST STEPHENS ROAD

MOBILE, AL 36617 USA

ACCOUNT NUMBER: 129208 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1849719	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

08/16/2024 12:45PM NICKOL H.
041967-0004

BUSINESS LICENSE

JAY SIYARAM 2024 INC DBA QUICK PICK
129208

2024 Item: 1849719

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by:
PICK



Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240722092620285



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

QUIK PIC II INC

Address: 2311 SAINT STEPHENS RD
MOBILE, AL 36617

Telephone:;

NEW APPLICANT:

Address: 2311 SAINT STEPHENS RD
MOBILE, AL 36617

Telephone:

Current License No: 050-000457349
070-000457349

LICENSED PREMISES ADDRESS: 2311 SAINT STEPHENS RD MOBILE, AL 36617

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this 23 day of July, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: NASSEM SAHORE

Title: PRESIDENT

Print Name: PINAL PATEL

Title: Member

WITNESS: (By ABC Enforcement)

Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240722092620285

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **QUICK PICK**

Filing Fee:

Applicant: ,

Transfer Fee: \$100.00

Location Address: 2311 SAINT STEPHENS RD MOBILE, AL 36617

Mailing Address: 2311 SAINT STEPHENS RD MOBILE, AL 36617

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-120-887

Do you sell Draft Beer?:

Date Incorporated: 02/12/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 02/12/2024

Federal Tax ID: ,

Alabama State Sales Tax ID: ,

Name:	Title:	Date and Place of Birth:	Residence Address:
	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: I

Business Phone: I

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name: QUIK PIK 2

Applicant: QUIK PIC II INC

Previous License Number(s)

License 1: 050-000457349

License 2: 070-000457349



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240722092620285

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SAHORI PROPERTIES LLC
What is lessors primary business? RENTAL PROPERTIES
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240722092620285

Initial each

☒ PP

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ PP

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ PP

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ PP

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ PP

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ PP

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,

if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ PP

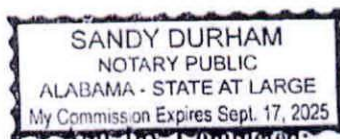
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): PINAL PATEL

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240722092620285

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: BUSINESS/INDIVIDUAL

Is the lessor involved in any way with the alcohol beverage business?:

CONVENIENCE STORE

List of Current Member

The following individual is the only member of: JAY SIVARAM 2024 INC

NAME: PINAL PATEL

TITLE: President

PINAL Patel
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

5-16-24
DATE



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230611000002342

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 000457349



County: MOBILE Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2023 Printed Date: 06/11/2023

Trade Name: QUIK PIK #2

Licensee: QUIK PIK II INC.

Location: 2311 SAINT STEPHENS RD
MOBILE

AL 36695

Mailing Address: 2311 SAINT STEPHENS RD
MOBILE

AL 36617

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

620 RESPONSIBLE VENDOR PROGRAM TWO

990 TOBACCO AND ALTERNATIVE NICOTINE
PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

8165



Arthur E. Stewart

ADMINISTRATOR



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

July 2, 2024

Dear Mr. Patel,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:

NAME:F

SOC:

ABI RESULT:NON-IDENT

SID:.

CERTIFIED COPY OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

2. ~~A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.~~

3. Street (No PO Boxes) address of principal office of the corporation:

2311 SAINT STEPHENS RD MOBILE, AL 36617

Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent):

Street (No PO Boxes) address of registered office (must be located in Alabama):

2311 SAINT STEPHENS RD MOBILE, AL 36617

COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-120-887	D/C
Date	02/12/2024
Time	16:49:00
File	\$100.00
County	\$100.00
Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

GAS STATION AND CONVENIENCE STORE

the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 100 Par Value 10.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

2 / 12 / 2024

Date (MM/DD/YYYY)

Signature as required by 10A-2A-1-20

PRESIDENT

Title

Additional Details

Incorporators	Incorporator	Street Address	Mailing Address

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

JAY SIYARAM 2024 INC

This name reservation is for the exclusive use of PINAL PATEL, 2311 SAINT
STEPHENS RD, MOBILE, AL 36617 for a period of one year beginning February
12, 2024 and expiring February 12, 2025.



RES139445

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

February 12, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

Date of this notice: 02-12-2024

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

QUICK PICK
2311 SAINT STEPHENS RD
MOBILE, AL 36617

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

2311 SAINT STEPHENS RD
MOBILE, AL 36617-3614

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	3614	08/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

SALES CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jose W. Scarborough
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by NASSIM HASANORI

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 28th day of March 2024

Notary Printed Name

R Shawn Skinner

Notary Signature

R Shawn Skinner

My (Notary) Commission Expires

November 19 2025

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Owner of Property (Signature)

[Signature]

Applicant Name (Signature)

[Signature]

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

8-16-2024

Date Agreement Signed

8-16-2024

| Application Property Ownership

Information for Address: 2311 St Stephens Rd

Parcel Owner / Mailing Address:

2311 St Stephens Rd

Mobile, AL 36617

Parcel Information:

Parcel: R022902440023250.000 / 1503956

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S1W09

Census Tract:

000701

Zipcode:

36617

--- Public Services ---

Garbage Pickup:

(Wednesday East / Route F)

Trash Pickup:

(Tuesday North / 2-TD-10)

Fire District:

(Fire Station 14 Toulminville)

Police Precinct/Beat:

(Precinct 3 Beat 34)

--- Political ---

City Council District:

District: (1)

Cory Penn - (251) 208-7441

County Commissioner District:

District: (1)

State House District:

District: (99)

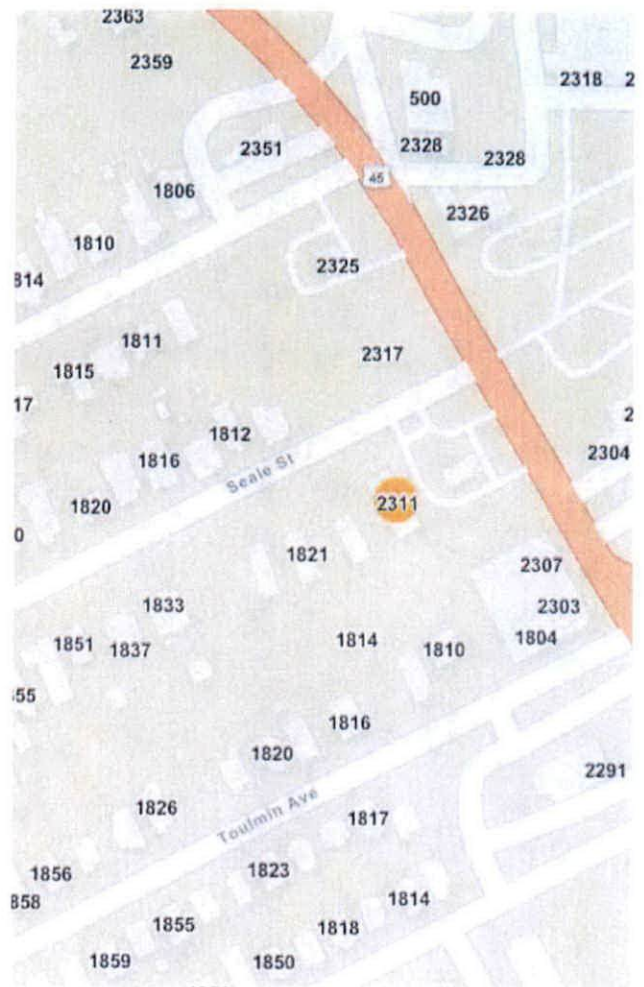
State Senate District:

District: (33)

--- Additional Links ---

Mobile County School Board Website: ([Click Here](#))

[Search for New Address](#)



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

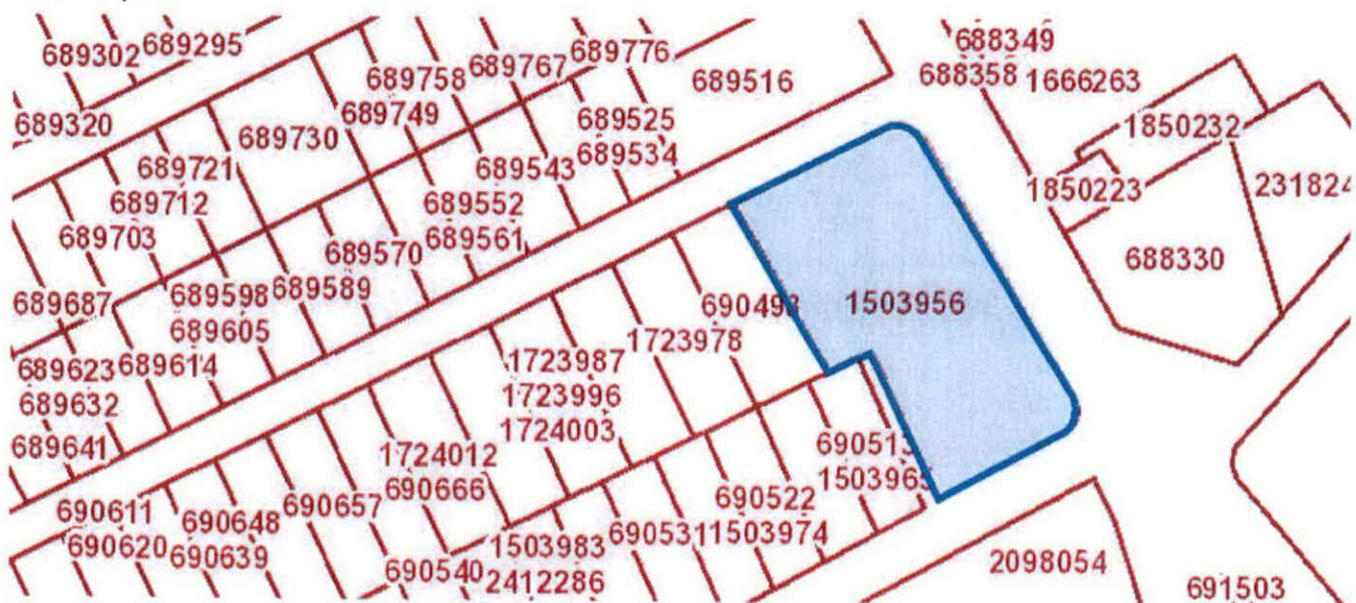
[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 1503956 For Year 2024

Map



Property Details

Account

Key Number: 1503956
Legal Description: LOT A SAHORI SUBDIVISION MBK 134 PG 108
Parcel Number: 2902440023250XXX
Type: Real
Property Class: 2

Location

Address: 2311 ST STEPHENS RD MOBILE, AL 36617

Owner

Name:

Mailing Address: 2311 ST STEPHENS RD
MOBILE , AL 36617-3614

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

JAY SIYARAM 2024 INC

Trade Name (DBA)

QUICK PICK

Location Address

2311 SAINT STEPHENS ROAD

Application Number

2024 - 5681

Notice Post Date @ Location

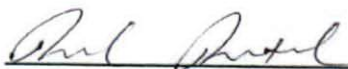
08/16/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature


Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

FUEL STATION LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made and entered into the 9th day of April, 2024 (the "Effective Date"), by and between _____ LLC, an Alabama limited liability company ("Lessor"), and Jay Siyaram 2024 INC. DBA QUICK PICK, an Alabama corporation ("Lessee"). Pinal Patel, an individual residing in Mobile County, Alabama ("Guarantor"), is signing this Agreement for the limited purpose of agreeing to guaranty the obligations of Lessee under this Agreement as more fully set forth in Article 24.

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located at 2311 SAINT STEPHENS RD MOBILE, AL 36617, generally depicted on Exhibit A attached hereto (the "Premises"), which said Premises is currently named a "Quick Pick"; and

WHEREAS, subject to the terms and conditions herein contained, Lessor agrees to lease the Premises to the Lessee, and its successor and/or assigns, and Lessee agrees to lease the Premises from the Lessor, for any Permitted Use (as such term is defined in Article 5(a)).

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lessor and Lessee agree as follows:

Article 1. Leased Premises.

(a) **Leased Premises.** Lessor does hereby rent and lease the Premises to Lessee for the Term provided for in Article 2 for any Permitted Use.

(b) **No Warranties.** Except as otherwise expressly provided, Lessees accept the Premises in "AS IS" condition, **WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** Lessor has no "lessee improvement" obligations. Except as otherwise expressly provided, Lessor has made no representations or warranties, express or implied, and explicitly disclaims the same, concerning the absence or presence of any pollution, contamination, environmental hazards or risks, hazardous waste, hazardous or toxic material or substance, underground storage tanks or hazardous building materials in, on or around the Premises.

(c) **Memorandum of Lease/ Termination of Memorandum.** Lessee and Lessor shall have the right, at their sole cost and expense, to record a memorandum of this Agreement in the Probate Court records for notice purposes. If one of the parties decides to record a Memorandum, then Lessee and Lessor will execute a Termination of Memorandum, which Lessor agrees to hold and not to record until this Agreement is no longer in force or effect. At such time this Agreement is no longer in force in effect (whether because of default, expiration or termination),

SAHORI PROPERTIES, LLC - FUEL STATION LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers fully authorized as of the day and year first above written.

LESSOR:

Sahori Properties, LLC

By: 

Name: Nassim Sahori

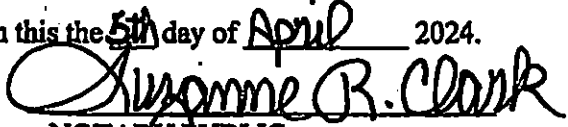
Title: Authorized Member

STATE OF ALABAMA

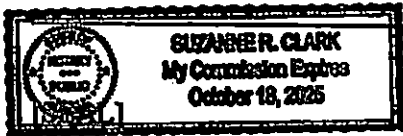
COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of April 2024, within my jurisdiction, the within named Nassim Sahori, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of Sahori Properties, LLC upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal on this the 5th day of April 2024.


NOTARY PUBLIC

My Commission Expires:



SAHORI PROPERTIES, LLC - FUEL STATION LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers fully authorized as of the day and year first above written.

LESSEE:

Jay Siyaram 2024, INC.

By: [Signature]
Name: Pinal Patel
Title: Owner

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of March 2024, within my jurisdiction, the within named Pinal Patel, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of Siyaram 2024, INC upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

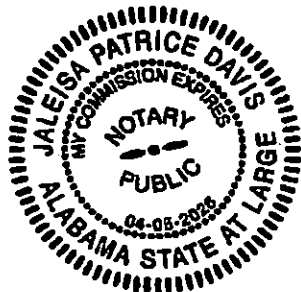
Given under my hand and official seal on this the 25th day of March 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

04/05/2026

[SEAL]



SAHORI PROPERTIES, LLC - FUEL STATION LEASE AGREEMENT

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written in order to acknowledge its guaranty obligations as set forth in Article 24.

GUARANTOR:

Pinal Patel

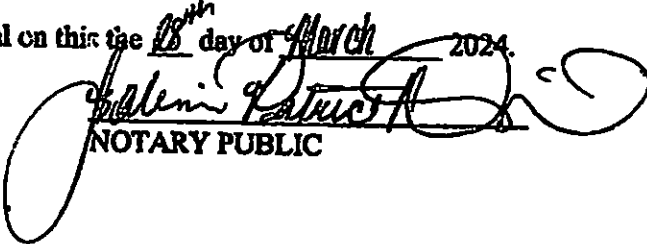


STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of March 2024, within my jurisdiction, the within named Pinal Patel, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed in the above and foregoing instrument and acknowledged that they executed the above and foregoing instrument.

Given under my hand and official seal on this the 28 day of March 2024.

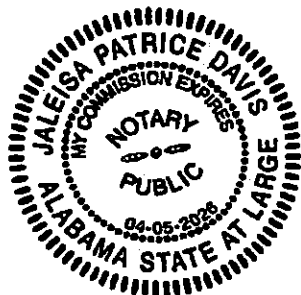


NOTARY PUBLIC

My Commission Expires:

04/05/2026

[SEAL]



SAHORI PROPERTIES, LLC - FUEL STATION LEASE AGREEMENT

Exhibit A

The Premises

General Name:

"Quick Pick"

Address:

2301 ST STEPHENS RD, MOBILE, AL 36617

Mailing Address:

2311 ST STEPHENS RD, MOBILE, AL 36617-3614

Legal Description:

LOT A SAHORI SUBDIVISION MBK 134 PG 108



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

<u>Business Structure</u> ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		<u>Application Type</u> ☐ New Business ☒ New Owner ☐ Location Change		<u>Transfer - License?</u> ☐ No ☒ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
<u>Legal Business Name</u>				<u>Trade Name (DBA)</u> Quick Pick			
<u>Company Physical Address (Street Address, Suite #)</u> 2311 St Stephens Road				<u>City</u> Mobile	<u>State</u> AL	<u>Zip Code</u> 36617	
<u>Business Contact Person Information</u> Name		Title	Phone	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 3,000	<u>Parking Provided</u> 8	<u>Parking Required</u> 10	<u>Compliance</u> ☒	<u>Zoning</u> B-3	<u>Approved</u> ☒		
<u>Comments</u> EXISTING NONCONFORMING SITE APPROVED BY 1978 VARIANCE							
<u>Print Name</u> CALDWELL C. WHISTLER		<u>Signature</u> Caldwell C. Whistler			<u>Date</u> 8.16.2024		

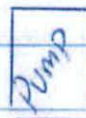
Planning and Zoning

QUICK PICK



Walkway

Walkway



St. Stephens Road

SEALE ST.

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License
Submitted by: ELEV8TE SPORTS BAR AND GRILL
Location: ELEV8TE SPORTS BAR AND GRILL
2617 Dauphin Street
Mobile, AL 36606

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Member
08/23/2024	NEW APPLICATION	2024 - 5682	129780	1	September 3, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

ELEV8TE SPORTS BAR AND GRILL LLC

Trade Name (DBA)

ELEV8TE SPORTS BAR AND GRILL

Location Address

2617 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ASA GREGORY

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
08/23/2024	NEW APPLICATION	2024 - 5682	129780	1	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

ELEV8TE SPORTS BAR AND GRILL LLC

Trade Name (DBA)

ELEV8TE SPORTS BAR AND GRILL

Location Address

2617 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/23/2024	NEW APPLICATION		129780	1	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

ELEV8TE SPORTS BAR AND GRILL LLC

Trade Name (DBA)

ELEV8TE SPORTS BAR AND GRILL

Location Address

2617 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
		NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 09/06/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/23/2024	Application Type NEW APPLICATION	Application Number 2024 - 5682	License Account # 129780	Council District 1	Council Agenda Date September 3, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name ELEV8TE SPORTS BAR AND GRILL LLC			Trade Name (DBA) ELEV8TE SPORTS BAR AND GRILL		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date	SOS Entity ID	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 2617 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36606	
Mailing Address (Street Address, Suite #, PO Box) 2617 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36606	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information Name		Title	POA NO	Phone	Email
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name SAME AS APPLICANT			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 5,276	Bldg Seating Capacity 200	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials LS

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
2	MOBILE AL USA				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

LS

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

LS

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

LS

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

LS

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

LS

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

LS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

LS

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Laguta Johnson

8/23/2024

Owner/Applicant/POA Signature

Title of Person Signing this Application

Laguta Joh

Owner

Sworn to and subscribed before me this 23rd day of August 2024

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

ELEV8TE SPORTS BAR AND GRILL LLC

dba

ELEV8TE SPORTS BAR AND GRILL

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

2617 DAUPHIN STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 3, 2024 for application number **2024 - 5682**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

Notice of Public Hearing

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 23, 2024



ELEV8TE SPORTS BAR AND GRILL

2617 DAUPHIN STREET

MOBILE, AL 36606 USA

ACCOUNT NUMBER: TERRITORY 1

PAID

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1853539	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

08/23/2024 11:39AM NICKOL H.
042119-0001

ELEV8TE SPORTS BAR AND GRILL LLC
129780

ALCOHOL APPLICATION

\$50.00

Subtotal	\$50.00
-----------------	----------------

\$2.50

\$52.50

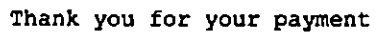
\$52.50

*****4943

Auth=515358

\$0.00

—



This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Page 506 of 1143



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240812160516998

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: ELEV8TE SPORTS BAR AND GRILL Filing Fee: \$50.00
Applicant: ELEV8TE SPORTS BAR AND GRILL LLC Transfer Fee:
Location Address: 2617 DAUPHIN ST MOBILE, AL 36606-4810
Mailing Address: 2617 DAUPHIN ST MOBILE, AL 36606-4810
County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 03 Type Ownership: LLC
Book, Page, or Document info: 001-118-916 DLL
Do you sell Draft Beer?:

Date Incorporated: 01/31/2024 State incorporated: AL County Incorporated:

Date of Authority:

Federal Tax ID:

Alabama State Sales Tax ID:

Name:	Title:	Date and Place of Birth:	Residence Address:

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person:

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail: i

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240812160516998



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: COX PROPERTIES AL LLC
What is lessors primary business? RESTAURANT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 5276 Display Square Footage:
Building seating capacity: 200 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240812160516998

Initial each

LF

In reference to law violations, I attest to the truthfulness of the responses given within the application.

LF

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

LF

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

N/A

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

N/A

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

N/A

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

LF

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

LF

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,

if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the

above mentioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

LF

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Laguita Johnson*

Signature of Applicant: *Laguita Johnson*

Notary Name (print): April W Jones

Notary Signature: *April W Jones*

Commission expires: 4/12/2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20240812160516998

Application Payment Confirmation Number: 102452506

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: MOBILE

Business Type: LLC

Trade Name: ELEV8TE SPORTS BAR AND GRILL

Applicant Name: ELEV8TE SPORTS BAR AND GRILL LLC

Location Address: 2617 DAUPHIN ST
MOBILE, AL 36606-4810

Mailing Address: 2617 DAUPHIN ST
MOBILE, AL 36606-4810

Contact Person:

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Elev8te Sports Bar and Grill LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): _____

Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

2617 dauphin st Mobile, AL 36606

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address): _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-118-916	DLL
Date	01/31/2024
Time	10:48:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 2 / 1 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 0 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

1 / 31 / 2024
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Elev8te Sports Bar and Grill LLC

This name reservation is for the exclusive use of Laquita Johnson, 2617 dauphin
st, Mobile, AL 36606 for a period of one year beginning January 31, 2024 and
expiring January 31, 2025



RES137177

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

January 31, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

4:20

5G 59

Photo

Done

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

07/24/2024 2:42:39 PM -0400 IRS

PAGE 2 OF 2



Department of the Treasury
Internal Revenue Service
OGDEN, UT 84201

7/24/2024

LTR 147C

ELEV8TE SPORTS BAR AND GRILL LLC
OR

Employer Identification Number: 99-0578049

Dear Taxpayer:

Thank you for your inquiry of 7/24/2024.

Your Employer Identification Number

Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 800-829-4933. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,
Mrs. Bell
100-4573683
CSR



2 of 2





2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

ELEV8TE SPORTS BAR & GRILL LLC
2617 DAUPHIN ST
MOBILE, AL 36606-4810

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS			

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAXCS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Submitted

Ownership Type

Company Name

The above described property is ☒ Owned ☐ Leased to/by Laquita Johnson

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

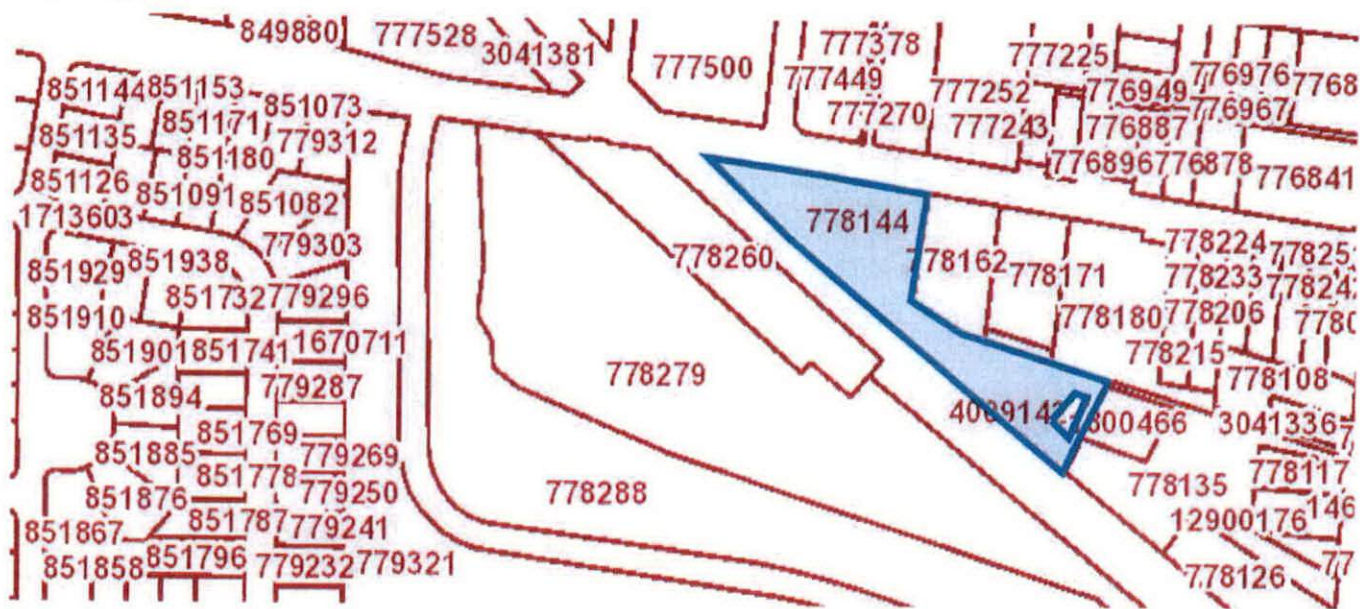
Date Agreement Signed

| Application Property Ownership

Mobile County Property Search

Key Number: 778144 For Year 2024

Map



Property Details

Account

Key Number: 778144

Legal Description: LOT 1 RESUBDIVISION OF LOT 1 OF DAUPHIN STREET VENTURE 1 LOT SUBDIVISION MBK 134 PG 112

Parcel Number: 2907230006252XXX

Type: Real

Property Class: 2

Location

Address: 2617 DAUPHIN ST MO

Owner

Name: _____

Mailing Address: _____

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

ELEVSTE SPORTS BAR AND GRILL LLC

Trade Name (DBA)

ELEVSTE SPORTS BAR AND GRILL

Location Address

2617 DAUPHIN STREET

Application Number

2024 - 5682

Notice Post Date @ Location

08/23/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

This Instrument Prepared By:
Robert E. Clute, Jr., Esq.
Clute & Clute, P.C.
P. O. Box 3125
Mobile, AL 36652

Property Address: 2617 Dauphin Street
Mobile, Alabama 36606
Value for Recording Purposes is the Purchase
Price of \$580,000.00

Inst. # 2024009818 Pages: 1 of 6 Doc: VLD
I certify this instrument filed on 2/27/2024 9:24 AM
Don Davis, Judge of Probate
Mobile County, AL. Rec: \$28.00
DeedTx: \$55.00 MtgTx: \$787.50
MinTx \$0.00 Clerk: BTOWLER

STATE OF ALABAMA

COUNTY OF MOBILE

VENDOR'S LIEN DEED

10584

KNOW ALL MEN BY THESE PRESENTS that Cox Properties-AL, LLC, an Alabama Limited Liability Company, the Grantor, for and in consideration of FIVE HUNDRED EIGHTY THOUSAND AND NO/100 (\$580,000.00) DOLLARS, of which FIFTY FIVE THOUSAND AND NO/100 (\$55,000.00) DOLLARS is being paid to Grantor at closing with the remaining balance of FIVE HUNDRED AND TWENTY FIVE THOUSAND AND NO/100 (\$525,000.00) DOLLARS constituting and subject to a retained Vendor's Lien by Grantor, does hereby GRANT, BARGAIN, SELL and CONVEY unto Elev8te Sports Bar and Grill LLC, an Alabama Limited Liability Company the Grantee, subject to the provisions hereinafter set out and the aforementioned Vendor's Lien, all the real property in the County of Mobile, State of Alabama, described as follows:

LOT 1 RESUBDIVISION OF LOT 1 OF DAUPHIN STREET VENTURE 1
LOT SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN
MAP BOOK 134 PG 112 OF THE RECORDS IN THE OFFICE OF THE
JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

**THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE
SUBJECT TO THE FOLLOWING:**

1. Reservation of a 18 foot wide strip of land, being 9 feet on each side of the centerline of a side track, together with the side track located thereon and all terms and conditions in connection therewith, as contained in deed from Modern Welded Products Company, Inc. to John E. Paterson dated September 30, 1924 and recorded in Deed Book 213, page 416.
2. Easement for Drainage Ditch granted State of Alabama by J. E. Paterson Lumber Company, Inc. by instrument dated September 13, 1963 recorded by instrument dated September 13, 1963 recorded in Real Property Book 463, page 673.
3. Any portion of subject property lying within the right of way of any public road or utility.

4. Easement granted Alabama Power Company by Ruby Tuesday, Inc., as Lessee by instrument dated February 19, 1998 and recorded in Real Property Book 4632, Page 1975.
5. Easement granted Alabama Power Company by Dauphin Street Venture, L.L.C., as Lessor by instrument dated March 3, 1998 and recorded in Real Property Book 4632, Page 1978.
6. Easement and Assignment of Lease Agreement by and between Cox Properties-AL, LLC and Landmark Infrastructure Holding Company LLC dated October 31, 2018 and recorded in Instrument #2018062471.
7. Subject to 30 foot ingress/egress easement and utility easement over and across the property described in Schedule "A" and rights of other parties in, on, over and across and to use said easement all as shown on subdivision plat recorded in Map Book 134, Page 112, and recorded in Memorandum of Lease by and between Cox Properties-AL, LLC and Eco-Site, Inc. dated June 16, 2016 and recorded in Book LR7535, Page 1272.
8. The above described property is conveyed subject to all restrictions, reservations, encumbrances, easements, set back lines, utility easements, restrictions, and rights-of-way, touching or affecting the above described property and matters of record in the records of the office of the Judge of Probate, Mobile, County, Alabama.
9. Vendor's Lien reserved herein.
10. Lien of ad valorem taxes hereinafter falling due, payment of which is expressly assumed by the Grantee.

EXCEPTING THEREFROM all interests in and to all oil, gas and other minerals in, on and/or under said property and all rights in connection therewith which may have been granted served or leased to others by instruments of record in the office of the Judge of Probate of Mobile County, Alabama; and

It is the express intent of the Grantor herein to convey ownership of all oil, gas and other mineral interests in, on and/or under said property and all rights in connection therewith which have not been previously granted to or reserved by others.

TOGETHER WITH all and singular the rights, privileges, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for its successors and assigns, hereby covenants with the said Grantee, his heirs and assigns, that he is seized of an indefeasible estate in fee simple in and to said property; that he has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances' that he is in the quiet and peaceable possession of said property; and that he does hereby **WARRANT AND WILL FOREVER DEFEND** the title to said property, and the possession thereof, unto the said Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

The unpaid balance of said purchase money, to-wit: the sum of **FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$525,000.00) DOLLARS** (to secure the payment of which a lien upon the property above described is hereby reserved) is represented by promissory note of even date herewith in said principal sum, plus the interest thereon, at the rate of **Eight Percent (8%) Per Annum**, made by the Grantee payable to the Grantor, or order, according to the tenor and effect of said promissory note.

By accepting this conveyance, the Grantee hereby agrees, for himself, and for his heirs, successors and assigns, so long as any part of said purchase money, or the interest thereon, remain unpaid, as follows:

1. To pay any and all indebtedness secured hereby, together with the interest thereon, promptly as same becomes due and payable.

2. To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire, lightning, windstorm, water, flood damage, where applicable, and other hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" by policies issued by good and solvent insurance companies approved by the Grantor which policies shall be deposited with the Grantor and shall provide that loss, if any, shall be payable to the Grantor, as an individual insured, as the Grantor's interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the Grantor. In no event shall Grantee's insurance coverage as required herein be at any time below **FIVE HUNDRED EIGHTY THOUSAND AND NO/100 (\$580,000.00) DOLLARS**.

3. To neither commit, permit, consent to, nor otherwise allow the commission of waste to or upon any of said property including any buildings or other improvements now, or which may hereafter be erected upon the same, but at all times to keep the same in a clean and neat condition and in a good and sound state of repair.

4. To pay promptly, and before the same become delinquent, all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith.

Evidence verifying payment of annual ad valorem taxes shall be furnished to Grantor by January 31st of each year.

5. That if the Grantor shall, upon the happening of any default hereunder, foreclose this loan or resort to litigation for the recovery of the indebtedness hereby secured, the Grantee will pay all reasonable costs, expenses and the attorney's fees incurred in connection therewith; and said costs, expenses and attorney's fees, and any other sums due the Grantor by virtue of any of the special liens herein declared, shall be included in any judgment or decree rendered in connection with said litigation.

6. That if the Grantee fails to fulfill any of the obligations or to perform any of the duties herein specified, the Grantor may perform the same, and for any sums expended by the Grantor in this behalf, the Grantor shall have an additional lien, secured by these presents, on said property.

7. That upon the happening of a default in the payment of any of the amounts due under said promissory note, or upon any default in the performance of any of the obligations herein imposed on the Grantee, the Grantor shall have the right to sell said property at public outcry at the front door of the court house of said county, for cash, to the highest bidder, after having given notice of the time and place of said sale, together with a description of the property to be sold, by an advertisement published once a week for four consecutive weeks in a newspaper published in said county; and to make proper conveyance to the purchaser in the name of the Grantee. The proceeds of said sale shall be applied first to the payment of the costs of said sale, including a reasonable attorney's fee; second to the payment of the amount of the principal indebtedness due under the terms of said promissory note, together with the unpaid interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said Grantee.

8. That at any sale under the powers herein the Grantor may bid for and purchase said property like a stranger hereto, and in the event the Grantor should become the purchaser at said sale, either the auctioneer conducting the sale or the Grantor may execute a deed to the Grantor in the name of the Grantee.

9. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, personal representatives, successors and assigns.

10. Throughout this document, unless otherwise provided herein, the use of the masculine gender shall also be deemed to include the feminine and the neuter, the singular the plural, and vice versa.

11. So long as the debt secured by the within Vendor's Lien remains unpaid, Grantee shall not sell the within described property, any part of said property, or any interest therein, without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion, and any sale without such consent shall constitute a default hereunder and Grantor at Grantor's option may accelerate the entire remaining balance owed under this Vendor's Lien and the Promissory Note.

12. Grantor reserves the right to assign the within Vendor's Lien and the Promissory Note, the payment of which it secures at any time. This Vendor's Lien Deed and the Promissory Note may not be transferred or assigned by the Grantee or Maker of the Promissory Note unless the Grantor's prior written consent as set out in paragraph 11 herein is given, which Grantor may in its sole discretion refuse for any reason.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 2nd day of February, 2024.

GRANTOR:
COX PROPERTIES-AL, LLC

BY: [Signature]
WILLIAM J. COX
Its: Member

GRANTEE:
ELEV8TE SPORTS BAR AND GRILL
LLC

BY: [Signature]
LAQUITA MARIE JOHNSON
Its: Member

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **William J. Cox**, whose name Member of Cox Properties-AL, LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 2nd day of February, 2024.

(SEAL)

[Signature]
Notary Public, State of Alabama
My Commission Expires:



STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Laquita Marie Johnson**, whose name as Member of Elev8te Sports Bar and Grill LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 22nd day of February, 2024.

(SEAL)



Notary Public, State of Alabama
My Commission Expires:



GRANTOR'S ADDRESS:
Cox Properties AL, LLC
146 South Florida Street
Mobile, Alabama 36606

GRANTEE'S ADDRESS:
Elev8te Sports Bar and Grill LLC
c/o Laquita Marie Johnson
11440 Irvington/Bayou LaBatre Highway
Irvington, Alabama 36544



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

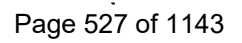
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Elevate Sports bar and grill LLC				Trade Name (DBA) Elevate Sports bar and grill			
Company Physical Address (Street Address, Suite #) 2617 Dauphin St.				City Mobile	State AL	Zip Code 36606	
Business Contact Person Information Name				Title owner	Phone	Email	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 5276	Parking Provided 18+	Parking Required 18	Compliance Yes		Zoning B-3	Approved Yes	
Comments							
Print Name Payton Rogers			Signature 		Date 8/22/2024		

Planning and Zoning

2617 Dauphin St
Mobile, AL 36606



R E S O L U T I O N

Sponsored by: Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License

Submitted by: Suga Foot LLP

Location: Suga Foot
2301 Dauphin Island Parkway
Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/14/2024	NEW APPLICATION	2024 - 5677	129742	3	September 3, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

SUGA FOOT LLP

Trade Name (DBA)

SUGA FOOT

Location Address

2301 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/14/2024	NEW APPLICATION	2024 - 5677	129742	3	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

SUGA FOOT LLP

Trade Name (DBA)

SUGA FOOT

Location Address

2301 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: August 16, 2024

Re: Application # 5677 / 2301 Dauphin Island Pkwy.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5677 DATE 9/3/2024

APPLICANT SUGA FOOT LLP

LOCATION 2301 DAUPHIN ISLAND PKWY

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	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		

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/14/2024	NEW APPLICATION	2024 - 5677	129742	3	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

SUGA FOOT LLP

Trade Name (DBA)

SUGA FOOT

Location Address

2301 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
	PARTNER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 08/24/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/14/2024	Application Type NEW APPLICATION	Application Number 2024 - 5677	License Account # 129742	Council District 3	Council Agenda Date September 3, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name SUGA FOOT LLP			Trade Name (DBA) SUGA FOOT		
Business Structure Type LLP - LIMITED LIABILITY PARTNERSHIP		Incorporation Date 04/28/2024	SOS Entity ID	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 2301 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name	Title PARTNER	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name 2301 DAUPHIN ISLAND PARKWAY LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 3,400	Bldg Seating Capacity 100	Restroom Facilities YES	Patio Area NO	Structure Type TWO STORY	License Covers BOTTOM FLOOR
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials XO W

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
		PARTNER			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
	MOBILE AL USA				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
		PARTNER			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
	MOBILE AL USA				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?					
NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?					
NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?					
YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RW

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

RW

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

RW

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

RW

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

RW

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

RW

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RW

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Robert D Williams
Debra Williams

Owner/Applicant/POA Signature

Debra Williams
Robert Williams

Sworn to and subscribed before me this 14th

Date of Application Signature

Partner

Title of Person Signing this Application

8-14-2024

8-14-2024
day of August 20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

SUGA FOOT LLP

dba

SUGA FOOT

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

2301 DAUPHIN ISLAND PKWY

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 3, 2024 for application number **2024 - 5677**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature



Revenue Department Representative

Notice of Public Hearing

CITY OF MOBILE
REVENUE DEPARTMENT

August 14, 2024



SUGA FOOT
2301 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605 USA
ACCOUNT NUMBER: 129742 TERRITORY 3

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1849167	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

08/14/2024 09:38AM NICKOL H.
041920-0001

BUSINESS LICENSE

SUGA FOOT LLP

129742

2024 Item: 1849167

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: SUGA FOOT LLP



Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240724084335074

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: SUGA FOOT Filing Fee: \$50.00
Applicant: SUGA FOOT LLP Transfer Fee:
Location Address: 2301 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Mailing Address:
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLP
Book, Page, or Document info: 001-133-604
Do you sell Draft Beer?:
Date Incorporated: 04/28/2024 State incorporated: AL County Incorporated: MOBILE
Date of Authority: 04/28/2024
Federal Tax ID: Alabama State Sales Tax ID: |

Name:	Title:	Date and Place of Birth:	Residence Address:
	PARTNER		
	PARTNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: |
Business Phone: |
Fax:

Home Phone:
Cell Phone:
E-mail: |

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240724084335074

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: 2301 DAUPHIN ISLAND PARKWAY LLC
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: 3400 Display Square Footage:
Building seating capacity: 100 Does Licensed premises include a patio area? **NO**
License Structure: **TWO STORY** License covers: **BOTTOM FLOOR**
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240724084335074

Initial each

Signature page

☒ DW

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ DW

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ DW

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ DW

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ DW

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,

If issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

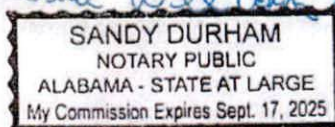
☒ DW

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Debra Williams

Signature of Applicant: Debra Williams

Notary Name (print):



Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

List of Current Members

The following individuals are the only members of:

X Suga Foot LLP

NAME: Debra Williams

TITLE: owner

NAME: Robert D. Williams

TITLE: owner

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Debra B. Williams
PRINTED NAME OF MEMBER

Debra B. Williams
SIGNATURE OF MEMBER

6/18/2024
DATE



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

June 20, 2024

Dear Ms. Williams,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxxx

TCN:

NAME: R

SOC:

ABI RESULT:NON-IDENT

SID:

CERTIFIED COPY OF ALEA DOCUMENT



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36104
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

June 20th, 2024

Dear Mr. Williams,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

**** DISSEMINATION RAPSHEET ****

ALABAMA CRIMINAL JUSTICE INFORMATION CENTER

THIS RECORD IS CONFIDENTIAL AND INTENDED FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY
RESPONSE TO A SPECIFIC REQUEST BY YOUR AGENCY OR INFO COPY FROM ANOTHER AGENCY

NAME	STATE ID NO.	FBI ID NO.	AIS NO.	REPORT DATE
		547176DH4		06-20-2024

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYE	HAIR	BIRTH PLACE
			180				

SOCIAL SECURITY SCARS-MARKS-TATTOOS

HT

HT

CERTIFIED COPY
OF ALEA DOCUMENT

FILE NUMBER	BIRTH DATE	SOCIAL SECURITY	OCCUPATION
01003518			LABOR

NAME -

END OF RAPSHEET
*****NOTICE*****

THIS RECORD IS INVALID AFTER 90 DAYS
FOR CURRENT INFORMATION RE-CHECK THE ACJIC/CCH SYSTEM

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP**

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with Code of Alabama, Section 10A-1-5.07):

Suga Foot LLP

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (No PO Boxes) address of principal office of the limited liability partnership:

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent (only one agent):

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

*COUNTY of above address:

Mailing address in Alabama of Registered Office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-133-604 D2P

Date 04/28/2024

Time 21:56:00

File \$100.00

County \$100.00

Total \$200.00

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

5. Purpose for which the limited liability partnership was formed: _____
new business _____

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): _____

Street (No PO Boxes) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street (No PO Boxes) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street (No PO Boxes) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street (No PO Boxes) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

The name(s) of the Organizer(s): _____

Street (No PO Boxes) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

8. The partnership is formed as a limited liability partnership.
9. The statement of limited liability partnership is effective immediately on the date the statement is filed with the Office of the Secretary of State or at the later date specified in this filing.

The undersigned specify 4 / 28 / 2024 as the effective date (must be later than the date filed in the office of the Secretary of State).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability partnership.

*County of Registered Agent is requested in order to determine distribution of County filing fees

4 / 28 / 2024
Date (MM/DD/YYYY)

Signature as required by 10A-8A-10.01

owner

Title

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

**pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:**

Suga Foot LLP

**This name reservation is for the exclusive use of Debra Bruner Williams, 2301
Dauphin Island Parkway, Mobile, AL 36605 for a period of one year beginning
April 28, 2024 and expiring April 28, 2025**



RES153967

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 28, 2024

Date

Wes Allen

Secretary of State

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THE HEREIN TITLED LIMIT LIABILITY PARTNERSHIP AGREEMENT
(hereafter "Agreement"), shall be made effective as of April 28, 2024, by and between
_____, hereafter the "Partners").

ARTICLE 1 **FORMATION, NAME, LOCATION, TERM, RECORDS**

- **Formation of the Partnership**
The aforementioned parties hereby form, in accordance to applicable law in the State of Alabama, (hereinafter referred to as "Business State"), a LIMITED LIABILITY Partnership, which said business shall hereinafter be referred to as the "Partnership." All rights, duties, status, assets and liabilities of the Partners shall, except as herein expressed otherwise, shall be provided as set forth below and contained herein this Agreement.
- **Partnership/Business Name**
The entirety of the business of the Partnership shall be conducted under the name of SUGAFOOT LLP, or such other name as may be mutually agreed upon and with written amendment of this Agreement, as the Partners may select at another date and time in the future. And which the Partners shall promptly execute, file, record and/or publish any said business name change with the proper offices as assumed name certificate.
- **Location of Principal Office**
The principal place of business of the herein Partnership, shall be located at 2301 DAUPHIN ISLAND PARKWAY, MOBILE, ALABAMA, 36605. However, additional or subsidiary places of business may be established at other such locations as may be determined by mutual consent of and by the Partners.
- **Partnership Term**
The herein established Partnership shall become effective upon the execution, by way of signing, of this Agreement and shall remain effective and enforce until such time as either the Partnership is dissolved or amended pursuant to current applicable laws.
- **Records**
The Partnership shall maintain and keep accurate and complete records of all Partnership transactions. All records of the Partnership shall be maintained at the

principle headquarters office. And either Partner shall have the right, at any time, to inspect and/or maintain a copy of the records of the Partnership.

ARTICLE II

DEFINITIONS

The terms, as set forth below, whenever used in this Agreement shall be defined as follows:

- **"Additional Capital Contribution"** – amount of money and/or other property, if any, that the Partners have or may contribute to the Partnership for additional capital to be used as operating capital.
- **"Affiliate"** – shall refer to either Partner that directly or indirectly, through one or more intermediaries, controls and/or is controlled by, or under common control with said Partners. The term "control" as used and contained within this definition, with respect to the Partners that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to the Partners that are not a corporation, the possession, directly or indirectly, of the power to direct and/or cause the direction of the management or policies of the controlled Partner.
- **"Transferee"** – an individual who has acquired all or a portion thereof an interest in the Partnership by mutually agreed assignment or Transfer as of the date the assignment or Transfer of such interest become effective. A Transferee shall have only the rights granted under current applicable law governed by the State of ALABAMA. A Transferee does not have any right to become a Partner, except as otherwise provided for in this Agreement. A Transferee may require reasonable information or an accounting of the Partnerships transactions and thus has the right to make only a visual inspection of the Partnership books (at no time shall any copies be permitted to be made or removed from the business premises for inspection purposes). Furthermore, no Transferee of any interest in the Partnership shall have the right to assign any transferred interest except as otherwise provided in this Agreement.
- **"Capital Contribution"** – total contribution to the capital of the Partnership in which a Partner is legally bound and obligated to make, and which said amount is designated as a Capital Contribution for any such Partner pursuant to Article IV of the Agreement.
- **"Contribution Agreement"** – with respect to each of the aforementioned partners,

the agreement with respect to the original Capital Contributions that are to be made by, or on behalf of, each said Partner pursuant to current applicable law.

- ***"Default Rate of Interest"*** – the rate per annum equal to the lesser of:
 - The prime rate as quoted in the money rates section of the Wall Street Journal, which is also the base rate on corporate loans at large United States commercial banks as its prime commercial or similar reference interest rate, with applicable adjustments to be made on the same date as any change in the rate, and
 - The maximum rate permitted by applicable law.
- ***"Distributable Cash"*** – at the time of determination for any period, based upon current cash receipts and disbursement method of accounting, all Partnership cash has been derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership property, other than:
 - Capital Contributions with interest earned pending its utilization;
 - Financing or other loan proceeds;
 - Reserves made for working capital, and
 - Other amounts that the Partners reasonably determine should be retained by the Partnership made in accordance with the Partners' discretion pursuant to Section 6(1) herein.
- ***"Majority-in-interest"*** – all of or a specified group of Partners, said Partners owning more than fifty percent (50%) of the current interest in the profits of the Partnership owned by all of the Partners or Partners in the specified group, as deemed appropriate.
- ***"Partner" or "Partners"*** – all Persons designated as a Partner, and any successor Partner pursuant to the terms of the Agreement.
- ***"Initial Capital Contribution"*** – amount of money or property initially contributed by the Partners as set forth herein.
- ***"Partnership Property"*** – property, real, personal or mixed, tangible or intangible, or an interest in that property, which shall be contributed to or acquired by the Partnership.

- ***"Profits" or "Losses"*** – for each fiscal year or other stipulated period, profits and losses (P&L) shall be determined by generally accepted accounting practices.
- ***"Transfer"*** - any voluntary or involuntary transfer, sale, pledge, assignment or other disposition.
- ***"Exclusively Owned Affiliate"*** – an Affiliate of such person, having 100% of the voting stock or beneficial ownership of which is owned by such Person, directly or indirectly, through one or more Exclusively Owned Affiliates, or by any Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person, and an Affiliate of such Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person.

ARTICLE III **PURPOSE**

- **Purpose of Partnership**
The purpose of the Partnership shall be specifically defined as, and shall include, but is n limited to:

TO OPEN, ESTABLISH , OPERATE AND RUN BUSINESS AS A
RESTAURANT AND BAR.

- **Powers**
The Partners may make, enter into, deliver and perform all contracts, agreements or undertakings, pay all costs and expenses and perform any and all acts, which may be deemed appropriate by the aforementioned Partners in an effort to carry out the Partnership purposed, subject to the limitations contained herein this Agreement and current applicable law.
- **Other Transactions of Partners**
 - It is acknowledged, understood, and agreed that the Partners may in the future, as they may deem appropriate, obtain additional opportunities to acquire

property for investment, development or otherwise. Therefore, each Partner shall be permitted to acquire any such interests in other property as such Partner may in said Partner's sole discretion deem fit without having to offer interests in such property to the other Partner(s) or the herein contained Partnership, and such action on the part of any Partner shall not be deemed a breach of any manner of the fiduciary relationship owned by said Partner to the other Partner(s) or the Partnership. Participation in the Partnership shall not in any way act as a restraint on the other present future business activities or investments of a Partner, or any such Affiliate of a Partner, or any employee, officer, director, member, manager, or shareholder of a Partner, except to such extent as such activities may be deemed as competitive with the business of the Partnership. As a result of this Agreement, no Partner or Affiliate of any Partner, shall be obligated nor bound to the Partnership or any of the other Partners any business opportunity present to or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Partner, or any Affiliate Partner, or any employee, officer, director, member, manager, or shareholder of such Partner for its account or the account of others, unless such business activity in which a Partner, or any Affiliate Partner, or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be a business activity in competition with the Partnership. Any such business or activity of a Partner, or Affiliate of a Partner, or any employee, officer, director, member, manager, or shareholder of a Partner may be undertaken with or without prior notice to or participation therein by the Partnership or the other Partners, unless such business activity in which a Partner, or Affiliate of a Partner, or any employee, officer, director, member, manager, or shareholder of a Partner engages conducts, or participates outside of the Partner shall be a business activity in competition with the Partnership. Each partner and the Partnership hereby waive any right or claim such Partner of the Partnership may have against the other Partner, or Affiliate of a Partner, or employee, officer, director, member, manager, or shareholder of a Partner with respect to such business or activity or the income or profits thereof, unless such business activity in which a Partner, or Affiliate of a Partner, or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside of the Partnership shall be a business activity in competition with the Partnership.

- With the consent of all the Partners, the Partnership may contract with any of the Partners or their Affiliates for the purchase of goods and services for the benefit the Partnership at any time provided that the compensation paid to such Person shall be commensurate with rates prevailing for such services at the time such services are performed, and any changes so incurred shall be deemed expenses of the Partnership. With the consent of all the Partners, the Partnership shall have the authority to enter into any transaction despite the fact that another party to the transaction may be:

- A trust of which a Partner is a trustee or beneficiary;
- An estate of which a Partner is a personal representative or beneficiary;
- A business controlled by one or more Partners or a business of which any Partner is also a director, officer, partner, member, manager or employee;
- Any Affiliate, employee, stockholder, associate, manager, partner, or business associate;
- Any Partner, acting individually; or
- Any relative of a Partner; provided the terms of the transaction are not less favorable than those the Partnership could obtain from unrelated parties.

ARTICLE IV **CAPITAL CONTRIBUTIONS AND** **SHARES OF PROFITS AND LOSSES**

- **Ownership Percentages**
Each Partners ownership percentage shall be determined by dividing the balance of said Partner's capital account by the total of all of the capital accounts of all the Partners combined. The specific Partner's percentage shall be defined in Appendix A
- **Initial Capital Contribution**
Each Partner's Initial Capital Contribution shall be acknowledged and verified upon presentation or by way of a receipt. The Initial Capital Contribution of each partner shall be defined in Appendix A. The deadline for such contributions is APRIL 28,2024.
- **Contribution Agreements**
Any and all Capital Contributions which shall be made by each of the Partners in accordance with Section 4.2 of this Agreement hereof shall be subject to all terms and conditions of the Contribution Agreement pertaining to each Partner.

The Partners may, on behalf of the Partnership, enter into the Contribution

Agreements, and any such agreement which may be referred to therein, without requirement of any further act, approval or vote of any other Person or Partner, and such agreements shall be deemed to satisfy all requirements related to this Agreement.

- **Additional Capital Contributions**

Any further or additional Capital Contributions to the Partnership shall only be permitted by way of written consent of all the Partners to the Partnership.

- **Capital Accounts**

Each Partner shall establish and maintain, at all times throughout the existence of the Partnership, a Partnership Capital Account. The amount in each Partner's capital account shall be the initial amount of said Partners Initial Capital Contribution, and of which shall be the fair market value of the assets said Partner contributed. In addition, should a Partner make an Additional Capital Contribution, then said Partners account shall be credited, as well as any other voluntary Capital Contribution which may be made by said Partner, and said Partner's share of Partnership Profits. A Partner's capital account shall be decreased by the amount of money and the fair market value of property distributed to said Partner and by the amount of Partnership losses charged to said Partner. Furthermore, capital accounts shall not bear interest, and any additional Capital Contributions shall be recorded at current fair market value of any of the assets contributed by the Partner and such distribution to any Partner shall also be recorded at current fair market value of the assets distributed.

- **Return of Capital**

At no time shall any Partner have the right to withdraw, demand a return or reduce their Capital Contribution to the Partnership. In any such event, should a return of, or a reduction in the capital account of a Partner be made, any such amount paid to that Partner shall be reduced by any and all costs, fees and other expenses incurred by the Partnership in expediting such return of, or reduction in said capital.

- **Additional Operating Capital**

From time to time, each Partner may be required to make an Additional Capital Contribution pursuant to the terms and conditions herein contain in this Section. Any and all Additional Contributions shall be made within thirty (30) days from the date of any such written notice provided by the Partners. If at any time, should the cash receipts be deemed insufficient to pay the obligations of the Partnership, the Partners, at such time, shall be herein expressly authorized to borrow, on behalf of the Partnership, any such sums of money that would be sufficient to offset any negative cash flow. In an effort to secure such a loan, the Partners or record title holder, shall be hereby authorized and empowered to pledge, mortgage or otherwise encumber the Partnership Property. In the event that the Partners are not able to borrow the amount necessary on behalf of the Partnership, such funds

that would be required to timely discharge Partnership obligations, then the Partners may assess each Partner, based upon such Partner's pro rata ownership interest in the Partnership, and such sum or sums as are required to timely discharge Partnership obligations. Any and all sums raised by the Partners pursuant to this section shall be used solely for Partnership purposes.

Should any Partner fail to make any required Additional Capital Contributions pursuant to the terms and conditions of Section 4.7 hereof, then the Partnership may exercise, by way of written notice to that Partner, that being the delinquent Partner, one or more of the following remedies may apply:

- Until such date and time when payment is obtained from Delinquent Partner, and at the cost and expense of said Delinquent Partner, such action shall be taken to obtain payment from the Delinquent Partner's portion of the Additional Capital Contribution that is in default, together with interest on that amount at the current Default Rate of Interest beginning on the date that such contribution was due.
- Partners shall be permitted, in accordance to their proportion to their ownership interests in the Partnership, or in any such other percentages as mutually agreed upon by the Lending Partner, to advance said portion of the Delinquent Partner's Additional Capital Contribution that is in default, with the following terms and conditions:
 - Any such sum advanced shall constitute a loan from the Lending Partner to the Delinquent Partner and an Additional Capital Contribution of that sum to the Partnership by the Delinquent Partner;
 - The principal balance of said loan and all accrued unpaid interest shall be due and payable on the tenth (10) business day after written notice of demand by the Lending Partner to the Delinquent Partner;
 - The total amount of the money lent shall bear interest at the current Default Rate of Interest from the date that the advance is deemed made until the date that the loan, together with any and all interest accrued, is repaid to the Lending Partner;
 - Any and all distributions from the Partnership that would normally be made to the Delinquent Partner, shall then be made to the Lending Partner until such time as the loan and all interest accrued have been paid in full;
 - The payment of the loaned amount and interest accrued to the Lending Partner shall be secured by a security interest in the Delinquent Partner's ownership interest in the Partnership;
 - The Lending Partner shall reserve the right, in addition to the other rights and remedies herein granted to the Lending Partner contained herein this

Agreement or at law or in equity, to take any action, at the cost and expense of the Delinquent Partner, that the Lending Partner may deem appropriate to obtain payment by the Delinquent Partner of the loan and all accrued and unpaid interest.

- 3) Exercising the rights of a secured party under the Uniform Commercial Code of the State of ALABAMA; or
- 4) Exercising any other rights available in accordance with applicable law or in equity.

Each Partner herein grants to the Partnership, and to the Lending Partner with regards to any such loans made by the Lending Partner to a Delinquent Partner, as security, equally and appraised for the payment of all Additional Capital Contributions that said Partner has agreed to make and the payment of all loans and interest accrued made by the Lending Partner to that Partner, a security interest in such Partner's ownership interest in the Partnership in accordance with the Uniform Commercial Code of the State of ALABAMA. On any such default in the payment of a required Additional Capital Contribution or in the payment of a loan or interest accrued, the Partnership or the Lending Partner, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of ALABAMA with respect to the security interest granted.

- **Use of Contributions**

Any and all cash and property which may be contributed by the Partners shall be utilized by the Partnership for the purposes of the Partnership as set forth in Article III.

- **Nature of Interests**

Any and all property owned by the Partnership, despite whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

ARTICLE V

ACCOUNTING

- **Profits and Losses**

The Profit and Losses (P&L) for any fiscal year shall be allocated among the Partners in proportion to their ownership ~~interests in proportion with their percentage to their ownership interests in the Partnership~~/based on percentage interests specified to each partner as defined in an attached appendix.

- **Fiscal Year and Annual Accounting**

The Partnership fiscal year shall be based on a calendar year with each Fiscal Year ending on [PARTNERSHIP_FISCAL_YEAR_END]. All the Partnership ledgers shall record all cash receipts and disbursements in accordance with the current generally accepted accounting principles, at the direction of the Partners. On a quarterly basis, accounting reports which reflect the Partnership income and expenses shall be furnished to all the Partners for their review and acceptance. In addition, a full annual Partnership tax return for the preceding year in a timely manner that would comply with all report deadlines and shall again be furnished to all the Partners for their review and acceptance. The partnership finances shall be audited every 6 months/once per year/upon a majority vote of the partners.

Accounting will be conducted on a cash/accrual basis and the partner in charge of accounting of all profits and losses will be ROBERT WILLIAMS OR DEBRA WILLIAMS.

ARTICLE VI **DISTRIBUTIONS**

6.1 Distributions of Partnership Funds

The allocation of Distributable Cash shall be made by those Partners having a majority-in-interest in the Partnership at such times as they may set forth on an annual basis as established and provided herein in this Section 6.1. Unless otherwise agreed to in writing by and transferor and transferee, the Distributable Cash which is to be allocated to a transferred Partnership interest which may have been transferred during any year, and thus shall be dispersed to the controller of the Partnership interest, who having been recognized as the owner on the date of distribution, without regard to the results of Partnership operations during the year. Distributions will be made on the 30TH day of each month.

In consideration to the Distributable Cash and other Partnership Property, and in accordance to the fiduciary responsibility and loyalty to the Partnership, the Partners shall make a determination as to the need for the Partnership Property in the operation of the Partnership business through calculating and anticipating current and future need for operating capital and allocation of reserves for future operating capital, all in keeping with the Partnership's purposes. The need to determine the amount of Distributable Cash available for the payment of distributions shall be the responsibility and duty of the Partners to take into account all the foreseeable and reasonable needs of the Partnership to operate the business and those sums which would be necessary in the daily operations of the business until income from further operations becomes available, to take into consideration the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing such debts, or at least the reduction of such debts within the confines of the Partnership's credit, and the perseverance of its capital as

represented in the Partnership Property as a fund for the protection of its creditors.

6.2 Loans and Advances

With the consent of all the Partners to the Partnership, any Person may lend or advance money to the Partnership. The amount of any such loan(s) or advances made by any Partner to and on behalf of the Partnership shall not be treated as a Capital Contribution, but rather shall be deemed as a debt due from the Partnership. The amount of any such loan and/or advance by a lending Partner shall then be repayable out of the Partnership's cash and shall bear interest at the rate determinable by the Partners and the lending Partners mutually agreed upon, but not in excess of the maximum rate permitted by law. If the Lending Partner is a Partner or an Affiliate Partner, the rate of interest shall be determined by the Partners by taking into consideration, without limitation, the prevailing interest rates and the interest rates of said Partner or an Affiliate Partner of such Partner that would be required to pay in the event such Partner or Affiliate Partner of such Partner had itself borrowed funds that would be loaned or advanced to the Partnership, and the terms and conditions of that loan, including the rate of interest, which shall be no less favorable to the Partnership than if the lender had been an independent third party.

6.3 Tax Distributions

The Partners shall cause the Partnership to disperse any Distributable Cash in such amounts that would be deemed sufficient to pay the federal income tax liability of each Partner associated with the Partnership's taxable income for any Partnership Year by use of the Partnership reports of taxable income, including such gains from the disposition of the Partnership Assets. Any such distribution shall be made to the Partners in proportion to the taxable income allocated to them pursuant with the provisions of this Agreement and shall be in the amount equal to the taxable income as allocated and thus multiplied by the maximum rate of federal income tax levied upon individual in accordance with Code at the time such allocation is made.

ARTICLE VII

POWERS, RIGHTS AND DUTIES ALLOCATED TO PARTNERS

7.1 Time Devoted to Partnership Business

While the Partners shall not be required to devote their full time to the affairs of the Partnership, however, they shall diligently and faithfully dedicate the amount of time, effort and skill deemed necessary for conducting of the Partnership's business, and therefore, shall perform all required duties of a Partner in accordance with the terms and conditions set forth in this Agreement and pursuant to applicable law. Each partner will be expected to contribute 30 HRS per week.

7.2 Management

Eighty percent (80%) of the then outstanding ownership of the partners may appoint a Partner as Managing Partner at any time as they deem fit or necessary. It shall be the responsibility of the managing partner to serve until such time as the appointment is revoked, the Managing Partner is removed by vote of 51% or more of the outstanding ownership interest of the Partners, or until the Managing Partner resigns or ceases to serve for any other reason.

A Managing Partner shall be authorized and directed to manage and control those assets and the business of the Partnership. It shall be the responsibility of the Managing Partner to exercise all of the powers which could be exercised by the majority-in-interest of the Partners, and as such subject to the limitations described in the following sections of 7.4 and 7.5 of this Agreement. It is therefore, acknowledged and agreed that the Managing Partner shall consult and confer with the partners prior to making or taking any steps which may result in substantial change in the operation or policies of the Partnership business affairs, or the sale of any portion of the Partnership assets other than in the usual course of business, or in any manner which may affect the Partnership business in a manner judged unusual by the Partners in the ordinary operation of the Partnership business. Furthermore, any reference to "Partner" or "Partners" in this Agreement shall include "Managing Partner" if and when applicable.

- **Authority of Partners**

The Partners shall manage all of the day to day business operations of the Partnership which shall be subject to the limitations of this Agreement and to the duties, obligations and limitations that shall be imposed upon the Partners by applicable law. It shall be the responsibility of and the Partners shall have the authority to take any such action in which the Partners believe is made in good faith to the benefit of and in the furtherance of the Partnerships business commitments and to exercise any and all rights and powers that would be generally conferred by law in connection therewith. No Person having any dealings with the Partnership shall be required to inquire into, obtain any consents or other documentation as to the authority of the Partners to take any such action and/or to exercise any such rights or powers specifically those listed as follows:

- All Partners shall have the right, power and such authority to act on behalf of the Partnership:
 - To receive and preserve all Partnership Property in the name of the Partnership;
 - To obtain and retain the necessary required insurance as is deemed to be required and appropriate by the Partners;
 - To open, preserve and/or close bank accounts, brokerage accounts and

• To hire and employ accountants, legal and business consultants, attorneys and any and all other agents and assistants, both professional and non-professional, which may include the partners, and to compensate them reasonably for services rendered;

checking accounts in the name of the Partnership, to assign and/or change signatories on any accounts, and to make and draw checks and other orders for the payment of monies;

• To collect any and all sums of money due to the Partnership;

• To prepare or have prepared and file all tax returns of the Partnership and to make all elections for the Partnership thereunder;

• To pay, as they become due, any and all debts and obligations of the Partnership to the extent that the funds of the Partnership are available and adequate to cover such costs;

• To vote and exercise any and all other rights which may be available to the owner or bearer of any securities included in the Partnership Property; and

• To take any and all other action, including such legal action that the Partners may deem necessary, appropriate and/or fit in the furtherance of the Partnership's business and purposes.

• The Partners shall have the sole authority to manage, deal with, negotiate and contract with respect to, and to convey the Partnership Property on behalf of the Partnership.

• The Partners shall act in good faith with regards to the performance of the Partners' obligations, as stipulated, but they shall have no liability or obligation to any other Partner or the Partnership for any decision made or any action taken in connection with the execution of the parties fiduciary duties hereunder if such decision or action is made or taken in good faith and in the exercise of due care in connection with the Partnership business.

• The Partners shall have the power to allocate, from time to time, the deposit of Partnership funds, and to draw upon the same for Partnership purposes.

• Any person having dealings with the Partners or the Partnership may depend upon a certificate signed by the Partners concerning:

• Confirming the identity of the Partners;

- The existence or nonexistence of any fact or facts that may establish conditions standard to acts by the Partners, or in any other manner germane to the business and affairs of the Partnership;
- The person or persons authorized to execute and deliver any material, software or document of the Partnership; or
- Any act or failure to act by or on behalf of the Partnership, or concerning any other matter whatsoever, that which may involve the Partnership or any Partner.
- **Requirement of Unanimous Consent**
The Partners shall have no authority, in any manner, to enter into any of the following types of transactions without the unanimous written consent and agreement of the Partners:
 - Terminate, liquidate and/or finalize the conclusion of the Partnership, except as otherwise set forth and established in this Agreement;
 - Admit additional or alternate Partners, except as otherwise set forth in this Agreement;
 - Take or commit any act that would make it possible to carry on the purposes of the Partnership and business of the Partnership;
 - Participate in any business activity other than that which is consistent with the purposes of the Partnership;
 - Make any change or amendment, except as otherwise established and set forth in this Agreement.
- **Restrictions on Partners**
The Partners shall not have the authority to enter into any of the following transactions without the consent of 80% of the outstanding ownership interest of the Partners as follows:
 - Sell substantially all of the Partnership Property in liquidation or cessation of business, prior to the actual termination of the Partnership;
 - Compromise any claim or dispute having an amount or value in issue in excess of 50% of the total value of the Partnership Property;
 - Sell, assign, lease, exchange, convert or otherwise transfer or dispose of all or

part of the Partnership Property;

- Mortgage, pledge, grant a security interest in, or incur, renew or refinance any indebtedness of the partnership;
 - Acknowledge a judgment against the Partnership;
 - Commit any act that would be in violation of this Agreement; and
 - Make, execute or deliver any assignments for the benefit of creditors.
-
- **Dissolution or Bankruptcy of a Partner**
Upon the dissolution or bankruptcy of a Partner, such Partner and his, her or its successors shall thereafter have the status of a Transferee and shall receive distributions to which such Transferee is entitled.
 - **Indemnification of the Partners**
The Partners shall be jointly and severally indemnified and held harmless by the Partnership by each other to the extent of each Partner's individual ownership in the Partnership and by each other to the extent of each Partner's individual ownership in the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature, which may arise out of or incidental to the management of the Partnership business affairs or to any Person or Persons that may be acting as an employee while in the course of managing the Partnership affairs; provided however, that no Partner shall be entitled to indemnification by the terms of this agreement where the claim at issue shall be based upon any of the following:
 - A matter entirely unrelated to such Partner's management of the Partnership affairs.
 - The proven gross negligence, misconduct, fraud or bad faith of such Partner.
 - The proven breach by such Partner of any provisions of this Agreement.

The indemnification rights contained herein shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the Partners shall be entitled, whether pursuant to some other provisions of the Agreement pursuant to current applicable law or equity.

- **Partner Vacations**
Each Partner shall be entitled to [PARTNER_VACATION_DAYS] days of paid vacation per year.

ARTICLE VIII

MANAGEMENT FEES AND OTHER EXPENSES

8.1 Salary, Fees and Draws

Except as otherwise stipulated in the Article or by unanimous agreement of the Partners, the Partners shall not receive any manner of salary, fee, or draw for any services or consultations rendered to or on behalf of the Partnership.

8.2 Expenses

The Partners shall be reimbursed for any direct out-of-pocket expenses reasonably incurred in connection with the operation of the Partnership's business; provided however, that no such expense shall be incurred other than at a price which reflects a competitive market rate for such expense; and furthermore, that no contract or arrangement entered into by a Partner on behalf of the Partnership with such Partner or an Affiliate Partner, shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party. Without limiting the foregoing, the Partners may charge to the Partnership and pay or recover out of the Partnership funds, as and when available, the following:

- All fees that may be required by current applicable state or local authorities with regards to the formation and operation of the Partnership or in compliance with the terms and conditions of this Agreement, including but not limited to, all filing fees for assumed name certificates,
- All reasonable expenses incurred by the Partners in connection with organization and formation of the Partnership,
- All reasonable expenses incurred by the Partners to acquire, preserve, protect, or refine the title to the Partnership Property or to operate and maintain the property, including but not limited to, travel expenses, attorneys' fees, accountants' fees and court costs which may be incurred with relation to such matters and any sums that may be owed by the Partnership pursuant to any contract entered into by the Partners pursuant to their authority in connection with this Agreement;
- The cost of public liability insurance carried in connection with the business of the Partnership;
- Taxes on the property of the Partnership;
- Principal and interest, and any other amounts whatsoever owing on any indebtedness of the Partnership, or any part thereof, or

- Any instrument securing any of the same, together with any expenses which may be incurred in connection with renewing or rearranging such or any other indebtedness incurred for the benefit of the Partnership that may be deemed necessary by the Partners; and
- Normal closing costs reasonably incurred in the event of the lease, sale or other disposition of the Partnership Property.

ARTICLE IX

TRANSFERS OF PARTNERSHIP INTERESTS

9.1 Generally

Partners may not transfer any portion of any Partner's interest in the Partnership without the prior written consent of all the Partners. This consent may be granted with or without the sole discretion of any Partner. Each Partner therefore agrees with the Partnership and all of the other Partners that such Partner will not make or permit a disposition of all or any portion of its Partnership Interest in violation of the provisions, terms and/or conditions of Article IX.

9.2 Prohibited Transfers

Any intended Transfer by any Partner of an interest in the Partnership that is not consented to by all of the Partners with regards to Section 9.1 of this Agreement shall be null and void and of no effect whatsoever; provided that if the Partnership is required to recognize a Transfer that is not permitted, or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not permitted, the rights of the Transferee shall therefore be limited to just those right in accordance with current applicable law. In the case of a Transfer or attempted Transfer of an interest that is not a transfer consented to by all of the Partners in accordance with Section 9.1 of this Agreement, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and any damage that the indemnified Persons may incur, including, without limitation, incremental tax liability and lawyer's fees and expenses; as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

9.3 Acquisition of an Interest Conveyed to Another Without Authority

Should an unauthorized Transfer occur because:

- Any person acquires a Partnership Interest, or becomes a Transferee, as the result of an order of a court which the Partnership shall be required by law to recognize;
- A Partner's interest in the Partnership is subjected to a lawful "changing order;"

- A Partner's ex-spouse is awarded all or a portion of a Partner's partnership interest in a divorce proceeding,
- A Partner dies;
- A Partner's spouse dies;
- A Partner makes an unauthorized Transfer of an interest in the Partners; or
- Of the dissolution or bankruptcy of a Partner, the Partnership will have the unilateral option to acquire the interest of the Transferee, or any fraction or part thereof, upon the following terms and conditions:
 - The Partnership shall have the option to acquire the interest by giving written notice to the Transferee of its intent to purchase within ninety (90) days from the date it shall finally be determined that the Partnership is required to recognize the Transfer. Should the Partnership fail to exercise its option with the 90 day period provided, the remaining Partners at that time shall have the option to acquire pro rata shares of interest by providing written notice to the Transferee of the intent to purchase within ninety (90) days following the expiration of the expired 90 day option period by the Partnership.
 - The valuation date for the determination of the purchase price of the interest shall be the first day of the month, following the month in which the written notice has been delivered.
 - Unless the Partnership and the Transferee agree otherwise, the purchase price for the interest, or any fraction to be acquired by the Partnership, shall be its fair market value as determined by a written valuation report prepared by a Person qualified to execute business valuations of partnerships and ownership interests in partnerships describing the value of the ownership interest in the Partnership. Payment for the cost of any such valuation report shall be made by the Transferee. Closing of the sale shall commence at the principal office of the Partnership at 9:00 AM on the first Monday of the month following the month in which the appraisal was conducted and provided. The purchase price that the Partnership is to pay shall be reduced by any costs or fees which may be incurred by the Partnership in acquiring the interest of the Transferee.
 - In an effort to reduce the burden upon any of the resources of the Partnership, the Partnership shall have the option, which is to be executed in writing and delivered at closing, to pay its purchase obligation in fifteen (15) equal annual installment payments, or for a period of time

equal to the remaining term of the Partnership if the period is less than fifteen (15) years, with interest at the Default Rate of Interest. The first installment of principal, with interest, shall be due and payable on the first day of the calendar year following the date of the closing, and the following subsequent annual installments, with interest accrued, shall be due and payable on the first day of each succeeding calendar year until such time as the entire amount of the obligation has been paid in full. The Partnership shall have the right to prepay all or any part thereof, of the purchase obligation at any time without penalty.

- Neither the Transferee of an unauthorized Transfer nor the Partner causing the unauthorized Transfer shall have the right to vote on any Partnership matters during the prescribed option period or, if the option to purchase is timely executed, until the sale is closed.

9.4 Survival of Liabilities

It shall be expressly understood and agreed that no Transfer of a Partnership Interest, even if it should subsequently result in the substitution of the Transferee as a Partner in this respect, and shall release the transferor or assignor from those liabilities as to the Partnership which shall survive the Transfer as a matter of law.

9.5 Partnership Interest Pledge or Encumbrance

Partners may not grant a security interest or otherwise pledge or encumber his, her or its interest in the Partnership or any Partner's distributions without the prior consent of all the Partners involved. It shall be understood that the Partners are not obligated to grant consent nor are they subject to any liability for withholding any such consent.

9.6 Non-Recognition of an Unauthorized Transfer

The Partnership shall not be required, at any time, to recognize then interest of any Transferee who has obtained a proposed transferred interest as the result of a Transfer that is not authorized by this Agreement, and as such, the Transfer shall be deemed null and void for all intense purposes. If there is any doubt as to the ownership of an interest in the Partnership or who may be entitled to any distribution or liquidation proceeds or other property, then the Partners may accumulate such property until the issue is resolved to the satisfaction of the Partners.

ARTICLE X

TERMINATION AND WRAPPING-UP PARTNERSHIP BUSINESS

10.1 Finalizing and Termination of Partnership

The Partnership shall continue after an event that would require wrapping-up

loose ends until the wrapping-up of all of its business has been completed, at which time the Partnership shall be terminated.

10.2 Conduct of Wrapping-Up

- The following Persons are unauthorized to wrap up the business of the Partnership:
 - First, only the Partners who have not withdrawn may wrap up the Partnership's business;
 - Second, the legal representative of the last surviving Partner may wrap up the Partnership's business; or
 - Any Person that has been appointed by a court to carry out the wrapping up.
- To the extent deemed appropriate for the wrapping-up process, as soon as reasonably feasible, and in the name of and for and on behalf of the Partnership, a Person wrapping-up the Partnership's business may:
 - Prosecute and defend civil, criminal or administrative suits;
 - Settle and close the Partnership's business;
 - Dispose of and convey Partnership Property;
 - Satisfy or provide for the satisfaction of the Partnership's liabilities;
 - Distribute to the Partners any remaining Partnership Property; and
 - Perform any other necessary act.
- A Person wrapping-up the Partnership's business may continue the business of the Partnership in whole or in part, including delaying the disposition of Partnership Property, but only for the limited period necessary to avoid unreasonable loss of the Partnership Property or business.

10.3 Partner's Liability – Incurring Inappropriate Liability After Wrapping-Up

A Partner who, with notice that an event requiring a wrapping-up has occurred, sustains a Partnership liability by an act that is not appropriate for wrapping-up the Partnership business shall be liable to the Partnership for any loss created or caused to the Partnership arising from that liability.

10.4 Partner's Power to Bind Partnership After Wrapping-Up

After the event which required wrapping-up, the Partnership shall be bound by a Partner's act that:

- Is appropriate for wrapping-up the Partnership business; or
- Would otherwise bind the Partnership before the occurrence of the event requiring wrapping-up, if the other party to the transaction does not have or was not provided with written notice that the wrapping-up has occurred.

10.5 Rules for Distribution on Wrapping-Up

- 1) In wrapping-up the Partnership business, the Partnership Property, including the contributions of the Partners required by this section, shall be applied to discharge its obligations to creditors, including to the extent permitted by current applicable law, Partners who are creditors other than in their capacities as Partners. Any surplus must be applied to pay in cash the net amount distributable to Partners in accordance with their right to distributions as covered in subsection 10.5(b).
 - 2) Each Partner shall be entitled to a settlement of all Partnership accounts on wrapping-up the Partnership business. In settling accounts still existing among the Partners, the Partnership interest of a withdrawn Partner, which has not been redeemed, shall be credited with a share of any profits for the period after the Partner's withdrawal but shall be charged with a share of losses for that period only to the extent of profits credited for that period, and the profits and losses that result from the liquidation of the Partnership Property shall be credited and charged to the Partner's capital accounts. The Partnership shall make a distribution to each Partner in an amount equal to that Partner's positive balance in the Partner's capital account. Each Partner shall contribute to the Partnership an amount equal to that Partner's negative balance in the Partner's capital account.
- To the extent not taken into account in settling the accounts among the Partners in accordance to subsection 10.5 above:
 - a) each Partner must contribute, in accordance to the proportion in which the Partner shares Partnership losses, the amount necessary to satisfy Partnership obligations, excluding liabilities that creditors have agreed may be satisfied only with Partnership Property without recourse to individual Partners;
 - if a Partner fails to contribute, the other Partners shall contribute in the proportions in which the Partners share Partnership losses, the additional amount necessary to satisfy the Partnership obligations, and

- A Partner or Partner's legal representative may enforce or recover from the other Partners, or from the estate of a deceased Partner, contributions the Partner or estate makes to the extent the amount contributed exceeds that Partner's or the estate's share of the Partnership obligations.
 - The estate of a deceased Partner shall be liable for the Partner's obligation to contribute to the Partnership.
- 5) The Partnership, an assignee for the benefit of creditors of the Partnership or a Partner, or a person appointed by a court by a court to represent creditors of the Partnership or a Partner may enforce the obligation of a Partner or the estate of a deceased Partner to contribute to the Partnership.

ARTICLE XI

MISCELLANEOUS

11.1 Notices

Any notices which may be required in accordance to the term and conditions contained in herein this Agreement shall be sent to the Partners b personal service or by certified or registered mail, return receipt requested, at the address previously provided by each party. By providing the Partnership and each Partner a written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time to change their respective address within the United States. No Transferee of any interest of any Partner shall be entitled to receive notice independent of the notice sent to the Partner making such transfer.

11.2 Additional Instruments

Each Partner hereby agrees to execute all such agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions contained herein.

11.3 Applicable to Successors

This Agreement and all of the provisions herein shall be binding upon and applicable to, and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, successors, assigns and legal representatives, except as otherwise expressly provided herein.

11.4 Waiver

No consent or waiver, express or implied, by any parties to any breach or default buy any other party or parties, to the performance by any such party or parties of its or their obligation after this shall be deemed or construed to be a

consent to or a waiver of any other breach of default in the performance of other or others of the same or any other obligations of such other or others by the terms of this Agreement. Failure on the part of any party to complain of any act of any of the other parties or to declare any of the other parties to this in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights by the terms of this Agreement.

11.5 Severability

Should any provision of this Agreement or the application thereof, to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application any provisions to other Persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

11.6 Amendment

This Agreement may be amended or modified at any time only if all Partners agree to such an amendment or modification in writing.

11.7 Waiver of Rights to Division

Inasmuch as all real and personal property owned by the Partnership is owned by the Partnership as an entity, and no party, individually, has any ownership in said property, none of the parties shall have the right to divide any of the Partnership Property, and all parties hereby irrevocably waive any and all rights that any party hereto might have to maintain any action for division of any of the Partnership Property with respect to the undivided interest, if any, therein, either as a division in kind or a division by sale.

11.8 Meeting of the Partners

Meetings of the Partners may be called by written request when 51% of the then outstanding ownership interests of the Partners. Notice of any such meeting shall be given to all Partners with no less than seven (7) business days and not more than thirty (30) business days prior to the date of said meeting. The notice shall state the nature of any business to be transacted. Partners may vote in person or by proxy at said meeting. Whenever the vote or consent of Partners is permitted or required under the terms and conditions of this Agreement, and such a vote or consent may be given at the meeting of the Partners. Except as otherwise expressly set forth in this Agreement, the vote of a majority-in-interest, with at least 51% of the then outstanding ownership interest, of the Partners shall control. For the purpose of determining the Partners entitled to vote on, or to vote at any meeting of the Partners, or ay adjournment thereof, the Partners requesting the meeting may fix, in advance, a date as the record date for any such determination. This date shall not be more than thirty (30) business days and not less than ten (10) business day before any such meeting requested. Each Partner may authorize any Person or Persons to act on their behalf by proxy on all matters in which a Partner is entitled to participate, including waiving notice of any meeting, or voting or participating

at a meeting. Every proxy must be signed by the Partner of his, her or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable by the Partner executing it. Each meeting of the Partners shall be conducted by the Partners or such other Person as the Partners may appoint pursuant to such rules for the conduct of the meeting as the Partners or such other Person may deem appropriate.

11.9 Action without Meeting

Any action required or permitted to be taken at a meeting of the Partners may be taken without a meeting if written consent setting for the action to be taken is signed by all Partners entitled to vote. This consent will have the same force as a unanimous vote of the Partners. The original signed consents shall be kept with the Partnership records.

11.10 Counterparts

This Agreement may be signed in a number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all intense purposes without producing or accounting for the other counterparts.

11.11 Gender

Wherever in this Agreement, words, including pronouns, are use in the masculine, they shall be read and construed in the feminine or neutral whenever they would so apply, and where in this Agreement, words, including pronouns, are used in singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would apply.

11.12 Attorney Fees

In the event that a dispute arises between any Partner(s) and the Partnership or between the Partners, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred.

11.13 Foreign Qualifications

Prior to the qualification of the Partnership to conduct business in any jurisdiction other than [BUSINESS_STATE], the Partners shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the Partners, with all requirement necessary to qualify the Partnership as a foreign partnership in that jurisdiction. At the request of the Partners, each Partner shall execute, acknowledge, promise to, and deliver all certificates and other instruments conforming with the terms and conditions of this Agreement that are necessary or appropriate to qualify, continue and terminate the Partnership as a foreign partnership in all jurisdictions in which the Partnership may conduct business.

11.14 Governing Law

This Agreement shall be subject to and governed by the laws of the State of ALABAMA].

11.15 Reliance by Third Parties

Notwithstanding any other provision of this Agreement, any action taken by the Partners on behalf of the Partnership shall be binding as to any Person who acts in reliance on the authority of the Partners taking any such action, and such Person shall have no duty to establish whether a Partner has the required authority even if the particular action appears to be prohibited by this Agreement. Any Person dealing with the Partnership or the Partners may depend upon a certificate signed by the Partners as to:

- The identity of the Partners;
- Any conditions precedent to acts by the Partnership;
- The Persons who are authorized to execute any documents and bind the Partnership; and
- Any other matter involving the Partnership or any Partner.

11.16 Entire Agreement

The Agreements and representations in this Partnership Agreement contain all of the Agreements and representations of the parties to this Agreement, and it is expressly provided that the Partners shall not be liable for any claim that may subsequently be made alleging any verbal agreement by and between the Parties to this document and the Partners, or any Partner's agents, employees or associates.

11.17 Headings

The heading of each of the herein stipulated articles and subsections of this Agreement are inserted for convenience only and shall not be considered in construing the terms of this Agreement.

BE IT KNOWN, THAT THIS INSTRUMENT EXECUTED in multiple counterparts

by the Partners on the date indicated opposite the below respective signatures, all effective on the date aforementioned.

(Name of Partner)

(Date)

(Name of Partner)

(Date)

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared _____

("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: _____ D

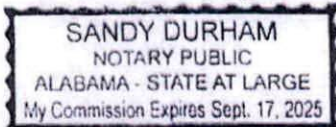
Robert Williams
(SIGNATURE)
Robert Williams
(PRINT NAME OF AFFIANT)

STATE OF Alabama

COUNTY OF Mobile

(Printed name of Notary) Sandy Durham

Sworn to and subscribed before me this 24 day of July, 2024 by Robert Williams
who was personally known to me or who presented Driver's license as
identification.



Commission No.
Commission Expiration:

Sandy Durham
(Signature of Notary)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-16-2024

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

SUGA FOOT LTD

MOBILE, AL 36605

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted] This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, ERMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

SUGA FOOT LLP
2301 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-3449

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLB	R012189072	08/17/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-27-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

10760473312

SUGA FOOT LLP
2301 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-3449



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Lots 5+6 BLK EDGEWOOD Park Sub MBKSP 69.72
#SEC 35 T55R1W#MP32 04 35 0002

Ownership Type

Company Name

The above described property is ☐ Owned ☐ Leased to/by Suga Foot LLP (Debra & Robert Williams)

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 13 day of August 2024

Notary Printed Name

Pam Holland

Notary Signature

[Signature]

My (Notary) Commission Expires

3-7-26

Notary Stamp

Owner of Property (Print Name)

2LC
2301 Dauphin Island Pkwy
Owner of Property (Signature)

Applicant Name (Print Name)

Suga Foot LLP (Debra W. Williams)
Applicant Name (Signature)

2301 Dauphin Island Pkwy
Street Address

2301 Dauphin Island Parkway
Street Address

Mobile AL 36605
City, State, Zip

Mobile AL 36605
City, State, Zip

4-28-24
Date Agreement Signed

Apr 13 2024
Date Agreement Signed

[Signature]

[Signature]

| Application Property Ownership

Information for Address: 2301 Dauphin Island Pkwy

[Search for New Address](#)

Parcel Owner / Mailing Address:
2301 Dauphin Island Pkwy Llc

Parcel Information:

Parcel: R023204350002016.000 / 1510332

Parcel Subdivision:
Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

5S1W09

Census Tract:

007400

Zipcode:

36605

--- Public Services ---

Garbage Pickup:

(Friday East / Route E)

Trash Pickup:

(Tuesday South / 7-TD-7)

Fire District:

(Fire Station 16 Lathan)

Police Precinct/Beat:

(Precinct 1 Beat 18)

--- Political ---

City Council District:

District: (3)

C.J. Small - (251) 208-7441

County Commissioner District:

District: (3)

State House District:

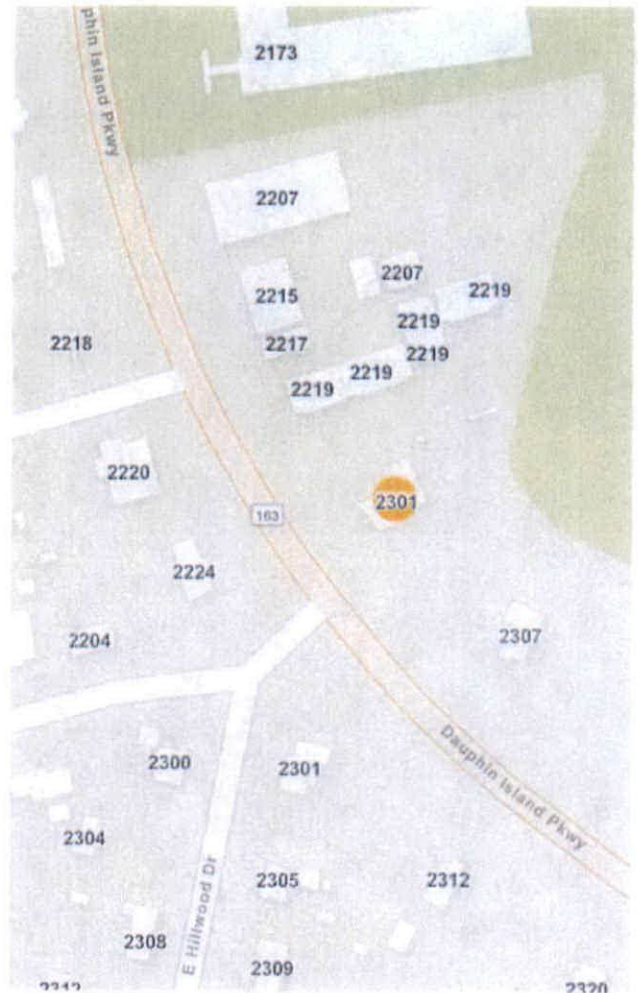
District: (97)

State Senate District:

District: (33)

--- Additional Links ---

Mobile County School Board Website: ([Click Here](#))



Data Source: Property data is from the Mobile County Revenue Commission. Address Information from the City of Mobile
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile

Mobile County Property Search

Key Number: 1510332 For Year 2024

Map



Property Details

Account

Key Number: 1510332

Legal Description: LOTS 5 & 6 BLK E EDGEWOOD PARK SUB MBK 5 PG 69-72 #SEC 35 T5S R1W #MP32 04 35 0 002

Parcel Number: 3204350002016XXX

Type: Real

Property Class: 2

Location

Address: 2301 DAUPHIN ISLAND PKWY MOBILE, AL 36605-3449

Owner

Name: 2301 DAUPHIN ISLAND PKWY LLC

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

SUGA FOOT LLP

Trade Name (DBA)

SUGA FOOT

Location Address

2301 DAUPHIN ISLAND PKWY

Application Number

2024 - 5677

Notice Post Date @ Location

08/14/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



COMMERCIAL LEASE

THIS LEASE is made **APRIL 29-2024** by and between **2301 Dauphin Island Pkwy, LLC**, ("Lessor") and **SUGA FOOT LLP**, ("Lessee"). The Agents for Lessor are Pam Helland and Pratt Thomas of Merrill P. Thomas Co., Inc. ("Agent"), and Pam Helland is the spouse of the owner of 2301 Dauphin Island Pkwy, LLC.

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon ("Premises");

1. DESCRIPTION: Approximately **3,400 SQ FT** as depicted on "Exhibit A" with an address of **2301 DUPHIN ISLAND PARKWAY MOBILE AL 36605**

2. TERM: For continuous use and occupancy by the Lessee as **RESTAURANT** with the sale of food, and for no other different use or purpose, for and during the term of **TWELVE (12) MONTHS LEASE**, beginning on the **29TH DAY OF APRIL, 2024** and ending on the **30TH DAY OF APRIL 2025**. Rent shall commence on the **1ST DAY OF SEPTEMBER 2024**.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, the sum of **SEVEN HUNDRED FIFTY DOLLARS (\$750)** for the first three months for taxes and insurance. Thereafter fixed minimum rent for the Premises for the entire lease term the sum of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750)** per month which includes charges for base rent, taxes, and insurance. Upon execution of this lease Lessee shall pay **SEVEN THOUSAND FIVE HUNDRED** to be applied to **MAY 2024 RENT AND SECURITY DEPOSIT**. All future payments shall be send to

**2301 Dauphin Island Parkway LLC
P O BOX 277
Irvington, Al 36544**

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

- **SECURITY:** Lessee has deposited with Lessor the sum of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750)** as security for the faithful performance and observance by Lessee of the terms, provisions, and conditions of this lease. It is agreed that in the event Lessee

exclusively with respect to this lease. However, in the event of such assignment or sublease, both Lessor and Lessee consent that Agent may act as a limited contractual dual agent and receive compensation from both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in duplicate by affixing hereto their respective hands and seals on the day and date first above set forth.

WITNESS:

Wendell Thomas

LESSOR: 2301 DAUPHIN ISLAND PKWY LLC.

By: [Signature]

P.H

Title: Manager

WITNESS:

Molly Charles
Molly Charles

LESSEE: ROBERT DWIGHT WILLIAMS

Sugar Foot LLP

By: Robert Williams

Title: Owner

WITNESS:

[Signature]
[Signature]

LESSEE: DEBRA BRUNER WILLIAMS

Sugar Foot LLP

By: Debra Bruner Williams

Title: Owner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name Sugar Foot LLC		Trade Name (DBA) Sugar Foot	
Company Physical Address (Street Address, Suite #) 2301 Daugherty Parkway		City Mobile	State AL
Business Contact Person Information Name		Phone	Email
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage 3,861± sqft	Parking Provided 18+	Parking Required 13	Compliance Yes
Zoning B-3			
Approved Yes			
Comments			
Print Name Payton Rogers	Signature 		Date 8/14/24

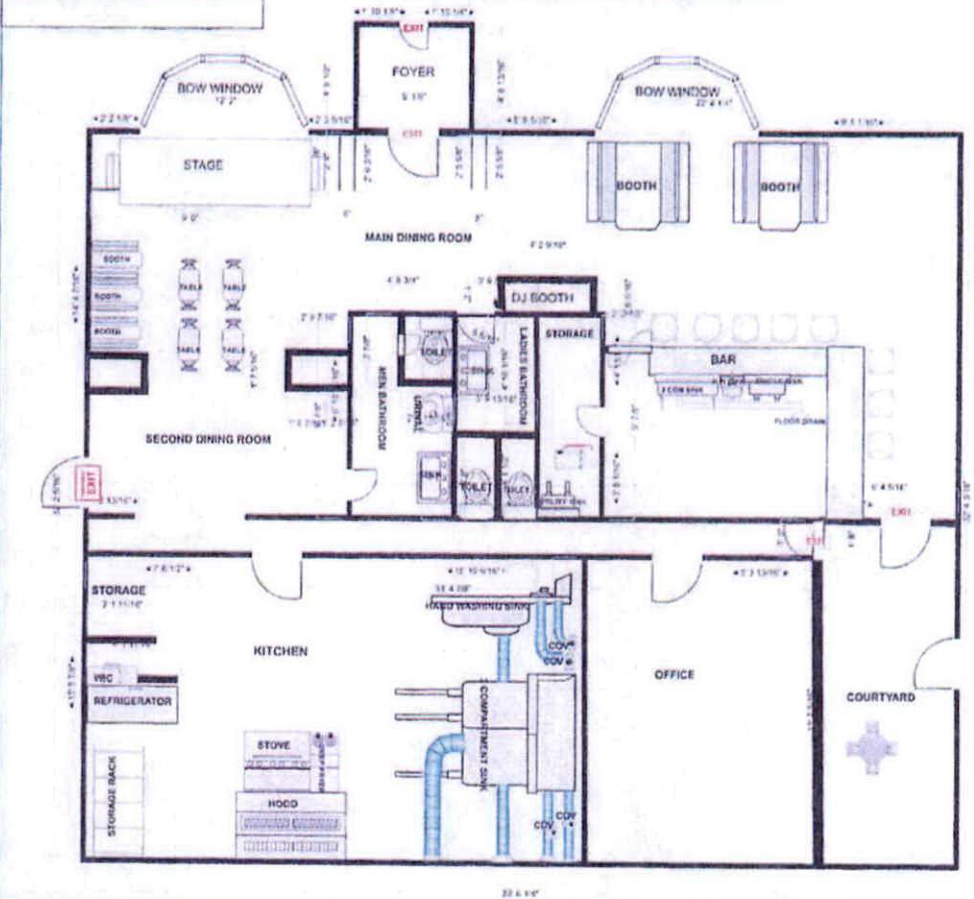
Planning and Zoning

Debra Williams 7-16-24

Sugar Foot DW

GENERAL INFORMATION
1. FLOORS—PAINTED CONCRETE AND CERAMIC TILE
2. WALLS—PAINTED DRYWALL
3. BAR AND COUNTER TOPS—MARINE FINISH LAMIN

ARCHITECTURAL AS BUILT FLOOR PLANS FOR SUGARFOOT BAR AND GRILLE
2391 DAUPHIN ISLAND PARKWAY, MOBILE, AL 36605



3400 Administration Sq.	001506	0000416	DENISE BRUNER	DRAFTING HUB 2102 MOULDS DR MOBILE, AL, 36605
1 st Floor PLAN AS BUILT	1/4"=1'-0"	06/10/2024	2391 DAUPHIN ISLAND PARKWAY, MOBILE, AL 36605	

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Special Retail – More Than 30 Days License

Submitted by: Apple Ten Hospitality Management Inc.

Location: Hampton Inn and Suites Mobile
1028 W. 165 Service Road S.
Mobile, AL 36609

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/15/2024	NEW APPLICATION	2024 - 5676	94254	5	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

APPLE TEN HOSPITALITY MANAGEMENT INC

Trade Name (DBA)

HAMPTON INN AND SUITES MOBILE

Location Address

1028 WEST I65 SERVICE ROAD SOUTH

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/15/2024	NEW APPLICATION	2024 - 5676	94254	5	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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Legal Business Name

APPLE TEN HOSPITALITY MANAGEMENT INC

Trade Name (DBA)

HAMPTON INN AND SUITES MOBILE

Location Address

1028 WEST I65 SERVICE ROAD SOUTH

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pfafenbach-Gauthier

From: Logan Anderson
Principal Planner *Logan Anderson*

Date: August 21, 2024

Re: Application # 5676 / 1028 W. I-65 Service Rd. S.

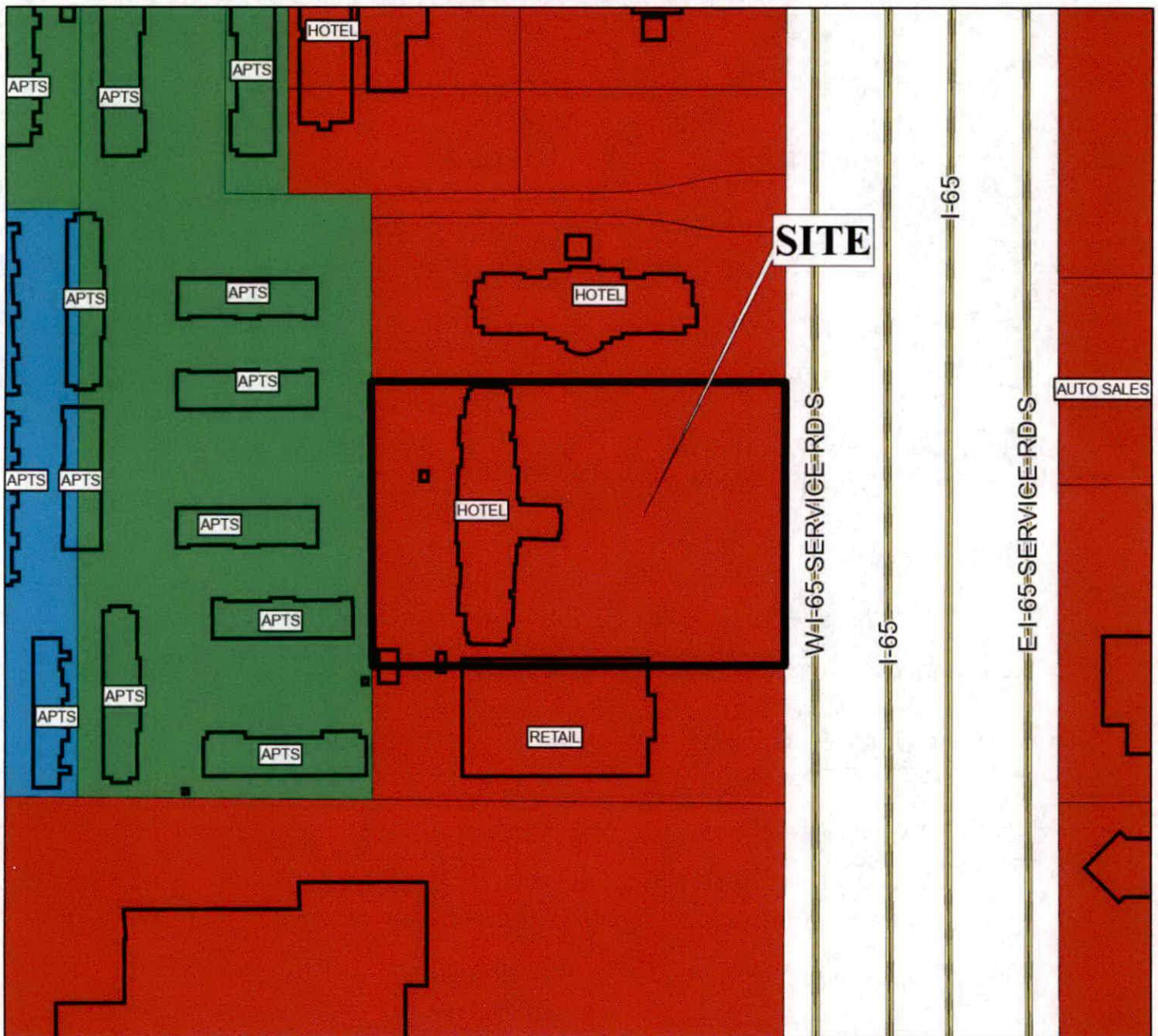
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a hotel with special retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5676 DATE 9/3/2024

APPLICANT APPLE TEN HOSPITALITY MANAGEMENT INC

LOCATION 1028 W I 65 SERVICE RD S

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/15/2024	NEW APPLICATION	2024 - 5676	94254	5	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

APPLE TEN HOSPITALITY MANAGEMENT INC

Trade Name (DBA)

HAMPTON INN AND SUITES MOBILE

Location Address

1028 WEST I65 SERVICE ROAD SOUTH

City, State, Zip Code

MOBILE AL 36609

Contact Person Information				
Name	Title	POA	Phone	Email
LAURA		YES		

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 06/01/2011

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

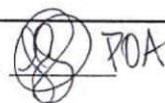
Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/15/2024	Application Type NEW APPLICATION	Application Number 2024 - 5676	License Account # 94254	Council District 5	Council Agenda Date September 3, 2024
License Type Applied for with Alabama ABC Board 160 - SPECIAL RETAIL - MORE THAN 30 DAYS			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name APPLE TEN HOSPITALITY MANAGEMENT INC			Trade Name (DBA) HAMPTON INN AND SUITES MOBILE		
Business Structure Type CORP - CORPORATION		Incorporation Date 08/11/2010	SOS Entity ID	State	County
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 1028 WEST I65 SERVICE ROAD SOUTH			City MOBILE	State	Zip Code
Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Primary Business Activity at the Location, Explain (other) i			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name i	Title	POA YES	Phone i	Email -	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name APPLE TEN HOSPITALITY OWNERSHIP INC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 60,330	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area YES	Structure Type MULTI STORY	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

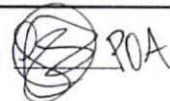
 POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
		PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
				...	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	SEE ATTACHED LIST				
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
LABRECQUE,		OFFICER			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	SEE ATTACHED LIST				
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
					7
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials

 POA

Alcohol Licenses held in Alabama

Property	Address	City	State	Zip	Licensee	License Type	License Number
Hilton Garden Inn Auburn/Opp/Okla	2655 Hilton Garden Dr	Auburn	AL	36830	Apple Seven Services Southeast LP	020 Restaurant Retail Liquor	502043
Home2 Suites Birmingham Covertown	260 18th St S	Birmingham	AL	35233	Apple Ten Alabama Services LLC	020 Restaurant Retail Liquor	10520237
Hilton Garden Inn Downtown Birmingham	260 18th St S	Birmingham	AL	35233	Apple Ten Alabama Services LLC	020 Restaurant Retail Liquor	10520237
Homewood Suites Birmingham-South/Inverness	215 Inverness Center Dr	Birmingham	AL	35242	APPLICATION PENDING	APPLICATION PENDING	
Courtyard Birmingham Trussville	3685 Redwood Blvd	Birmingham	AL	35235	Apple Seven Services Southeast LP	150 Special Retail-more than 30 days	010903337
Hilton Garden Inn Dothan	171 Hospitality Ln	Dothan	AL	36303	Apple Nine Hospitality Management, Inc.	020 Restaurant Retail Liquor	001682635
Residence Inn Dothan	188 Hospitality Ln	Dothan	AL	36303	Apple Seven Services Southeast LP	040 Retail Beer on/off, 060 retail table wine on/off	001682335
Home2 Suites/Huntsville/Research Park	7010 Cabela Dr	Huntsville	AL	35896	Apple Ten Alabama Services LLC	040 Retail Beer on/off, 060 retail table wine on/off	01293445
Hilton Garden Inn Huntsville/Space Center	4801 Governors House Dr	Huntsville	AL	35805	Apple Seven Services Southeast LP	020 Restaurant Retail Liquor	000609345
Hampton Inn & Suites Huntsville Research Park	7010 Cabela Dr	Huntsville	AL	35806	Apple Ten Alabama Services LLC	040 Retail Beer on/off, 060 retail table wine on/off	01293445
Homewood Suite Huntsville/Village of Providence	15 Town Center Dr	Huntsville	AL	35896	Apple Seven Services Southeast LP	040 Retail Beer on/off, 060 retail table wine on/off	001307645
Hampton Inn & Suites Mobile	1028 W165 Service Rd S	Mobile	AL	36609	APPLICATION PENDING	APPLICATION PENDING	
Courtyard Montgomery Prattville	2020 Legends Pkwy	Prattville	AL	36066	Apple Seven Services Southeast LP	150 Special Retail-more than 30 days	010204528

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Laura Sigler
Owner/Applicant/POA Signature

8/15/24
Title of Person Signing this Application

Laura Sigler (POA)

POA

Sworn to and subscribed before me this **15th** day of **August** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner	<u>R Shawn Skinner</u>	November 19 2025
------------------------	------------------------	-------------------------



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

APPLE TEN HOSPITALITY MANAGEMENT INC dba HAMPTON INN AND SUITES MOBILE

has made application to the City Council of the City of Mobile for a

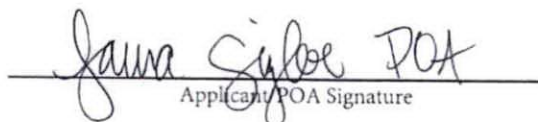
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at **1028 WEST 165 SERVICE ROAD SOUTH**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

September 3, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature


Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 15, 2024



HAMPTON INN & SUITES MOBILE
1028 WEST I-65 SERVICE ROAD SOUTH
MOBILE, AL 36609 USA

ACCOUNT NUMBER: 94254 TERRITORY 5

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u> <u>BILLED</u>	<u>PENALTY</u> <u>DUE</u>	<u>INTEREST</u> <u>DUE</u>	<u>AMOUNT</u> <u>PAID</u>
1849233	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

08/15/2024 09:07AM MARCELYN
041940-0001

BUSINESS LICENSE

APPLE TEN HOSPITALITY MANAGEMENT INC
94254

2024 Item: 1849233

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

ACH \$50.00

Change due \$0.00

Paid by: APPLE TEN HOSPITALITY
MANAGEMENT INC



Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240717121710566



Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS State: \$250.00 County: \$250.00

Type License:

State: County:

Trade Name: HAMPTON INN AND SUITES MOBILE

Filing Fee: \$50.00

Applicant: APPLE TEN HOSPITALITY MANAGEMENT INC

Transfer Fee:

Location Address: 1028 W I65 SERVICE RD S MOBILE, AL 36609

Mailing Address: 1028 W I65 SERVICE RD S MOBILE, AL 36609

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 1008050359

Do you sell Draft Beer?:

Date Incorporated: 08/11/2010 State incorporated: VA

County Incorporated: RICHMOND

Date of Authority: 05/13/2011

Federal Tax ID:

Alabama State Sales Tax ID:

Name:

Title:

Date and Place of Birth:

Residence Address:

	VICE PRESIDENT		
	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person:

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240717121710566

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: APPLE TEN HOSPITALITY OWNERSHIP INC
What is lessors primary business? REAL ESTATE AND HOTELS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 60330 Display Square Footage:
Building seating capacity: 100 Does Licensed premises include a patio area? NO
License Structure: MULTI STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240717121710566

Initial each

MR
MR

In reference to law violations, I attest to the truthfulness of the responses given within the application.

MR

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

MR

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

MR

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

MR

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

MR

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

MR

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Matthew Rash, President

Signature of Applicant:

Matthew Rash

Notary Name (print):

Amy Woleben Devol

Notary Signature:

Amy Woleben Devol

Commonwealth Of Virginia
Amy Woleben Devol - Notary Public
Commission No. 7168445
My Commission Expires 12/31/2026

Commonwealth of Virginia
City of Richmond
Commission expires: 12-31-2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240717121710566



**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: CASH REVENUES

Is the lessor involved in any way with the alcohol beverage business?: OTHER
HOTELS

**Articles of Incorporation
of
Apple Ten Hospitality Management, Inc.**

**ARTICLE I
Name**

1. **Name.** The name of the corporation (the "Corporation") is as follows:

Apple Ten Hospitality Management, Inc.

**ARTICLE II
Purpose**

2. **Purpose.** The Corporation is organized under the Virginia Stock Corporation Act for the purpose of engaging in any lawful business that is not required to be stated in the Articles of Incorporation.

**ARTICLE III
Authorized Shares**

- 3.1. **Number and Designation.** The number of shares the Corporation is authorized to issue is set forth below, together with the designation thereof and the par value per share:

<u>Number of Shares</u>	<u>Class Designation</u>	<u>Par Value Per Share</u>
5,000	Common	no par value

- 3.2 **Preemptive Rights.** No holder of outstanding shares shall have any preemptive right with respect to: (a) any shares of any class of the Corporation, whether now or hereafter authorized; (b) any warrants, rights or options to purchase any such shares; or (c) any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.

3.3 Voting and Distributions. The holders of the Common Shares shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon the liquidation of the Corporation, its dissolution or the winding up of its affairs.

ARTICLE IV
Initial Registered Office and Agent

4.1 Initial Registered Office. The initial registered office of the Corporation is located in the County of Henrico, Virginia, at the following address:

4701 Cox Road
Suite 301
Glen Allen, Virginia 23060

4.2 Initial Registered Agent. The initial registered agent of the Corporation is C T Corporation System, whose business office is identical with the initial registered office and is a foreign stock corporation authorized to transact business in Virginia.

ARTICLE V
Limit on Liability; Indemnification

5.1 Limit on Liability. To the maximum extent that the Virginia Stock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits elimination of, or limitations upon, the liability of an officer or director of a corporation, the officers and directors of the Corporation shall have no liability, or limited liability, to the Corporation and its shareholders.

5.2 Indemnification, Advancement of Expenses and Related Matters.

(a) The Corporation, in accordance with the mandatory indemnification provisions of the Virginia Stock Corporation Act, shall indemnify a director who entirely prevails in the defense of any proceeding to which he was a party because he is or was a director of the Corporation against reasonable expenses incurred by him in connection with the

proceeding. An officer of the Corporation shall be entitled to such mandatory indemnification to the same extent as a director.

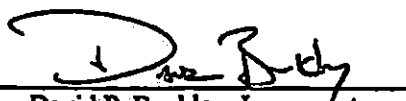
(b) In addition to any mandatory indemnification, the Corporation shall provide the maximum indemnification permitted by law to any director, officer, employee or agent of the Corporation in connection with any proceeding (including any proceeding by or in the right of the Corporation) that is brought against such person and that is based on the actions taken or not taken by such person on behalf of the Corporation, or on the status of such person as a director, officer, employee or agent of the Corporation, except to the extent that such person has engaged in (i) willful misconduct, or (ii) a knowing violation of the criminal law.

(c) No provision of this Article shall be deemed to prevent, deny or limit (i) the indemnification or insurance permitted under applicable law to the directors, officers, employees or agents of the Corporation, or (ii) the authority of the Corporation under applicable law to advance, reimburse or pay expenses for the benefit of any director, officer, employee or agent.

(d) The determination of whether the Corporation is required or permitted, in a particular case, to indemnify a director, officer, employee or agent (or to provide such person with related advances, reimbursements or other payments of expenses) shall be conducted in accordance with Section 13.1-701 of the Virginia Stock Corporation Act, or any successor provision.

Dated: August 10, 2010

By:


David P. Buckley, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, AUGUST 11, 2010

The State Corporation Commission has found the accompanying articles submitted on behalf of
Apple Ten Hospitality Management, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

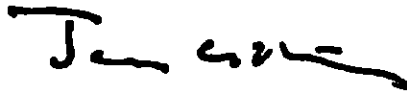
CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of
the Commission, effective August 11, 2010.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



James C. Dimltri
Commissioner

CORPACPT
CIS0368
10-08-10-1232

ARTICLES OF MERGER

Apple Eight Services Birmingham, Inc. 0686576-0
 Apple Eight Services Columbia, Inc. 0697311-9
 Apple Eight Services Greenville, Inc. 0686570-3
 Apple Eight Services Hilton Head, Inc. 0692463-3
 Apple Eight Services Tampa, Inc. 0686578-6
 Apple Seven Services Omaha CY, Inc. 0666820-6
 Apple Ten Services Knoxville I, Inc. 0739453-9
 Virginia corporations
 Into
 Apple Ten Hospitality Management, Inc. 07266554
 a Virginia corporation

These Articles of Merger are hereby filed with the State Corporation Commission of Virginia pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, as amended (the "Code").

1. **Plan of Merger.** Attached hereto as Exhibit A, and incorporated herein by this reference, is the Plan of Merger (the "Plan of Merger") for the following entities:

Survivor: Apple Ten Hospitality Management, Inc., a Virginia corporation

Non-Survivors: Apple Eight Services Birmingham, Inc., a Virginia corporation
 Apple Eight Services Columbia, Inc., a Virginia corporation
 Apple Eight Services Greenville, Inc., a Virginia corporation
 Apple Eight Services Hilton Head, Inc., a Virginia corporation
 Apple Eight Services Tampa, Inc., a Virginia corporation
 Apple Seven Services Omaha CY, Inc., a Virginia corporation
 Apple Ten Services Knoxville I, Inc., a Virginia corporation

2. Statement of Adoption by Parties.

A. **By Survivor.** The Plan of Merger was adopted by the board of directors of Apple Ten Hospitality Management, Inc. and approved by the written consent of its sole shareholder, effective as of April 11, 2017.

B. **By Non-Survivors.** The Plan of Merger was adopted by the board of directors of each of the Non-Survivors and approved by the written consent of each Non-Survivor's sole shareholder, effective as of April 11, 2017.

3. **Effective Date and Time of Merger.** The merger shall become effective upon the issuance of the Certificate of Merger by the Virginia State Corporation Commission.

DATED: June 16, 2017

WITNESS the following signatures:

Survivor:

Apple Ten Hospitality Management, Inc.

By:


David Buckley, Vice President

Non-Survivors:

Apple Eight Services Birmingham, Inc.

By:


David Buckley, Vice President

Apple Eight Services Columbia, Inc.

By:


David Buckley, Vice President

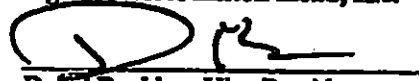
Apple Eight Services Greenville, Inc.

By:


David Buckley, Vice President

Apple Eight Services Hilton Head, Inc.

By:


David Buckley, Vice President

Apple Eight Services Tampa, Inc.

By:


David Buckley, Vice President

Apple Seven Services Omaha CY, Inc.

By:


David Buckley, Vice President

Apple Ten Services Knoxville I, Inc.

By:


David Buckley, Vice President

PLAN OF MERGER

**Apple Eight Services Birmingham, Inc.
Apple Eight Services Columbia, Inc.
Apple Eight Services Greenville, Inc.
Apple Eight Services Hilton Head, Inc.
Apple Eight Services Tampa, Inc.
Apple Seven Services Omaha CY, Inc.
Apple Ten Services Knoxville I, Inc.
Virginia corporations
Into
Apple Ten Hospitality Management, Inc.
a Virginia corporation**

1. Names of Parties. Set forth below are the names of each party (each a "Party" and together the "Parties") to this Plan of Merger, each of which is a corporation formed under the Virginia Stock Corporation Act (the "Act"):

Survivor: Apple Ten Hospitality Management, Inc., a Virginia corporation

Non-Survivors: Apple Eight Services Birmingham, Inc., a Virginia corporation
Apple Eight Services Columbia, Inc., a Virginia corporation
Apple Eight Services Greenville, Inc., a Virginia corporation
Apple Eight Services Hilton Head, Inc., a Virginia corporation
Apple Eight Services Tampa, Inc., a Virginia corporation
Apple Seven Services Omaha CY, Inc., a Virginia corporation
Apple Ten Services Knoxville I, Inc., a Virginia corporation

2. Terms and Conditions of the Merger.

A. General. Each of the Non-Survivors listed above shall merge with and into Apple Ten Hospitality Management, Inc. (the "Survivor") in accordance with this Plan of Merger (the "Merger"). The Survivor shall be the surviving entity of the Merger.

B. State Filings. To effectuate the Merger, each of the Parties shall cause appropriate Articles of Merger to be filed with the Virginia State Corporation Commission ("SCC").

C. Effective Date and Time. The Merger shall become effective upon the issuance of the Certificate of Merger by the SCC (the "Effective Time").

3. **Effect on Shares of Corporations.** When the Merger becomes effective, each issued and outstanding share of each Non-Survivor shall be cancelled and no conversion or exchange of such shares shall be required or necessary. There shall be no consideration for the cancellation of the shares in the Non-Survivors. The Merger shall have no effect on the shares of the Survivor.

4. **Other Provisions Relating to the Merger.** Each Party shall authorize and instruct its partners, managers, employees and representatives (as applicable) to take such actions, and to make such filings, as may be necessary or appropriate to effectuate or evidence the Merger.

DATED: June 15, 2017

WITNESS the following signatures:

Survivor:

Apple Ten Hospitality Management, Inc.

By: 
David Buckley, Vice President

Non-Survivors:

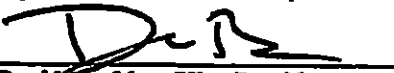
Apple Eight Services Birmingham, Inc.

By: 
David Buckley, Vice President

Apple Eight Services Columbia, Inc.

By: 
David Buckley, Vice President

Apple Eight Services Greenville, Inc.

By: 
David Buckley, Vice President

Apple Eight Services Hilton Head, Inc.

By: 
David Buckley, Vice President

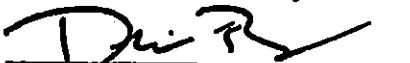
Apple Eight Services Tampa, Inc.

By: 
David Buckley, Vice President

Apple Seven Services Omaha CY, Inc.

By: 
David Buckley, Vice President

Apple Ten Services Knoxville I, Inc.

By: 
David Buckley, Vice President

From:
Sent: Tuesday, May 23, 2017 10:16 AM
To:
Subject: Prereview of Articles & Plan of Merger of Apple Eight Services Birmingham, Inc., et als.
into Apple Ten Hospitality Management, Inc.

Ms. Kramer: The following are the results of the above prereview:

1. The articles must be filed in this Office on or before the effective date.
2. The articles may not be filed before the attestation or latest "execution" date.
3. The articles of merger must be signed on behalf of each party to the merger and dated.
4. The documents must be manually signed, although a copy or facsimile signature is acceptable.
5. The plan of merger must have been adopted by the board of directors of each party to the merger, and the articles of merger must contain a statement to that effect. See Virginia Code Sec. 13.1-718A(1).

Let me know if you have any questions.

Jonathan B. Orme
Senior Charter Examiner
Clerk's Office
State Corporation Commission
P. O. Box 1187
Richmond VA 23218
804-225-2357

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JULY 10, 2017

The State Corporation Commission finds the accompanying articles submitted on behalf of
Apple Ten Hospitality Management, Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective July 10, 2017. Each of the following:

Apple Eight Services Birmingham, Inc.
Apple Eight Services Columbia, Inc.
Apple Eight Services Greenville, Inc.
Apple Eight Services Hilton Head, Inc.
Apple Eight Services Tampa, Inc.
Apple Seven Services Omaha CY, Inc.
Apple Ten Services Knoxville I, Inc.

Is merged into Apple Ten Hospitality Management, Inc., which continues to exist under the laws
of VIRGINIA with the name Apple Ten Hospitality Management, Inc., and the separate
existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Judith Williams Jagdmann
Commissioner

MERGACPT
CISCCJ
17-06-15-0019

ARTICLES OF MERGER

Apple Ten Services Skokie, Inc.
A Virginia corporation

07437395

Into

Apple Ten Hospitality Management, Inc.
a Virginia corporation

0726055-4

These Articles of Merger are hereby filed with the State Corporation Commission of Virginia pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, as amended (the "Code").

1. **Plan of Merger.** Attached hereto as Exhibit A, and incorporated herein by this reference, is the Plan of Merger (the "Plan of Merger") for the following entities:

Survivor: Apple Ten Hospitality Management, Inc., a Virginia corporation

Non-Survivor: Apple Ten Services Skokie, Inc., a Virginia corporation

2. **Statement of Adoption by Parties.**

A. By Survivor. The Plan of Merger was adopted by the board of directors of Apple Ten Hospitality Management, Inc. and approved by the written consent of its sole shareholder, effective as of December 8, 2017.

B. By Non-Survivor. The Plan of Merger was adopted by the board of directors of Apple Ten Services Skokie, Inc. and approved by the written consent its sole shareholder, effective as of December 8, 2017.

3. **Effective Date and Time of Merger.** The merger shall become effective upon the issuance of the Certificate of Merger by the Virginia State Corporation Commission.

DATED: Dec. 18, 2017

WITNESS the following signatures:

Survivor:

Apple Ten Hospitality Management, Inc.

By: 
David Buckley, Vice President

Non-Survivor:

Apple Ten Services Skokie, Inc.

By: 
David Buckley, Vice President

Exhibit A

PLAN OF MERGER
Apple Ten Services Skokie, Inc.
A Virginia corporations
Into
Apple Ten Hospitality Management, Inc.
a Virginia corporation

1. Names of Parties. Set forth below are the names of each party (each a "Party" and together the "Parties") to this Plan of Merger, each of which is a corporation formed under the Virginia Stock Corporation Act (the "Act"):

Survivor: Apple Ten Hospitality Management, Inc., a Virginia corporation

Non-Survivor: Apple Ten Services Skokie, Inc., a Virginia corporation

2. Terms and Conditions of the Merger.

A. General. Apple Ten Services Skokie, Inc. (the "Non-Survivor") shall merge with and into Apple Ten Hospitality Management, Inc. (the "Survivor") in accordance with this Plan of Merger (the "Merger"). The Survivor shall be the surviving entity of the Merger.

B. State Filings. To effectuate the Merger, each of the Parties shall cause appropriate Articles of Merger to be filed with the Virginia State Corporation Commission ("SCC").

C. Effective Date and Time. The Merger shall become effective upon the issuance of the Certificate of Merger by the SCC (the "Effective Time").

3. Effect on Shares of Corporations. When the Merger becomes effective, each issued and outstanding share of the Non-Survivor shall be cancelled and no conversion or exchange of such shares shall be required or necessary. There shall be no consideration for the cancellation of the shares in the Non-Survivor. The Merger shall have no effect on the shares of the Survivor.

4. Other Provisions Relating to the Merger. Each Party shall authorize and instruct its partners, managers, employees and representatives (as applicable) to take such actions, and to make such filings, as may be necessary or appropriate to effectuate or evidence the Merger.

DATED: Dec. 18, 2017

WITNESS the following signatures:

Survivor:

Apple Ten Hospitality Management, Inc.

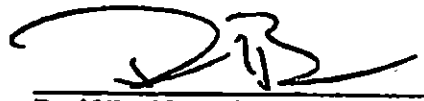
By:


David Buckley, Vice President

Non-Survivor:

Apple Ten Services Skokie, Inc.

By:


David Buckley, Vice President

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 20, 2017

The State Corporation Commission finds the accompanying articles submitted on behalf of
Apple Ten Hospitality Management, Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective December 20, 2017. Each of the following:

Apple Ten Services Skokle, Inc.

is merged into Apple Ten Hospitality Management, Inc., which continues to exist under the laws
of VIRGINIA with the name Apple Ten Hospitality Management, Inc., and the separate
existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Judith Williams Jagdmann
Commissioner

**MERGACPT
CIS0343
17-12-19-1225**

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents constituting the charter of Apple Ten Hospitality Management, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
December 20, 2019*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

Date of this notice: 08-11-2010

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

APPLE TEN HOSPITALITY MANAGEMENT
INC.

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you
This EIN will identify you, your business accounts, tax returns, and
documents, even if you have no employees. Please keep this notice in your permanent
records.

When filing tax documents, payments, and related correspondence, it is very important
that you use your EIN and complete name and address exactly as shown above. Any variation
may cause a delay in processing, result in incorrect information in your account, or even
cause you to be assigned more than one EIN. If the information is not correct as shown
above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file
the following form(s) by the date(s) shown.

Form 1120

03/15/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at
the phone number or write to us at the address shown at the top of this notice. If you
need help in determining your annual accounting period (tax year), see Publication 538,
Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your
representative. It is not a legal determination of your tax classification, and is not
binding on the IRS. If you want a legal determination of your tax classification, you may
request a private letter ruling from the IRS under the guidelines in Revenue Procedure
2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note:
Certain tax classification elections can be requested by filing Form 8832, *Entity
Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an
election to file a Form 1120-S must be made within certain timeframes and the
corporation must meet certain tests. All of this information is included in the
instructions for Form 2553, *Election by a Small Business Corporation*.

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

APPLE TEN HOSPITALITY MANAGEMENT INC.
DBA HAMPTON INN & SUITES MOBILE

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS		01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 721110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork
See attached.

Company Name

The above described property is **RENT/LEASED** to/by **Apple Ten Hospitality Management, Inc.**

Who has applied for an **ALABAMA ALCOHOLIC BEVERAGE LICENSE** at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Commonwealth of Virginia, City of Richmond

Sworn to and subscribed before me this 24th day of July 2024

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Amy Woleben Devol

Amy Woleben Devol

12-31-2024

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Apple Ten Hospitality Ownership, Inc.

Apple Ten Hospitality Management, Inc.

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Address

Address

City

City, State, Zip

City, State, Zip

Date Agreement Signed

7.23.2024

Date Agreement Signed

7.23.2024

Commonwealth Of Virginia
Amy Woleben Devol - Notary Public
Commission No. 7168445
My Commission Expires 12/31/2028

Information for Address: 1028 W I-65
Service Rd S

[Search for New Address](#)

Parcel Owner / Mailing Address:
Apple Ten Hospitality Ownership Inc

Parcel Information:
Parcel: **R022807251000010.009 / 2478134**
Parcel Subdivision:
Unknown
Parcel Jurisdiction:
Mobile City Limits
Neighborhood Renewal District:
Address is not within a Neighborhood Renewal District
Historic District:
Address is not within a Historic District
PLS Section:
4S2W25
Census Tract:
003207
Zipcode:
36609

--- Public Services ---

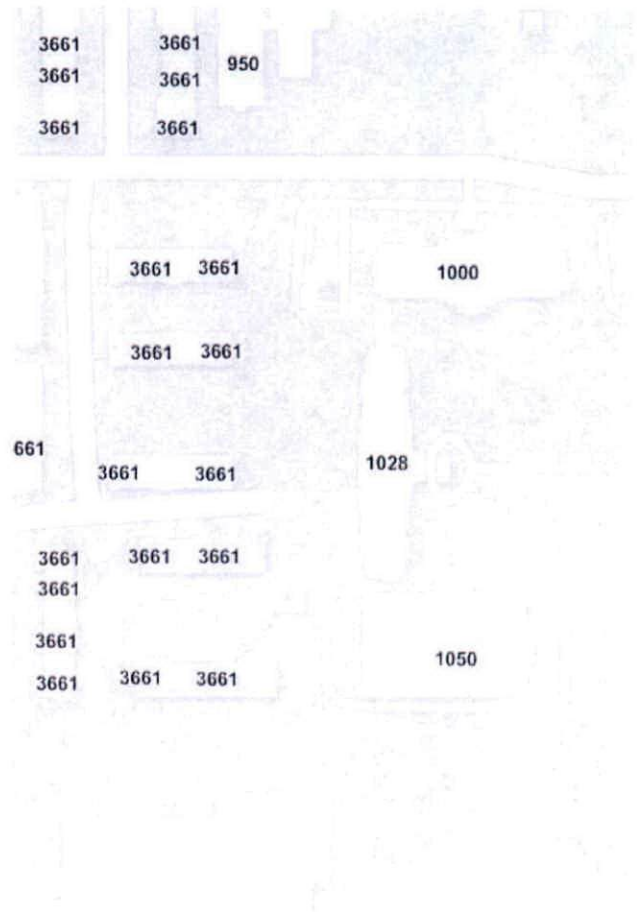
Garbage Pickup:
(Tuesday West / Route F)
Trash Pickup:
(Wednesday South / 8-TD-5)
Fire District:
(Fire Station 23 Sirmon)
Police Precinct/Beat:
(Precinct 2 Beat 21)

--- Political ---

City Council District:
District: (5)
Joel Daves - (251) 208-7441
County Commissioner District:
District: (2)
State House District:
District: (103)
State Senate District:
District: (34)

--- Additional Links ---

Mobile County School Board Website: (Click Here)



+

-



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

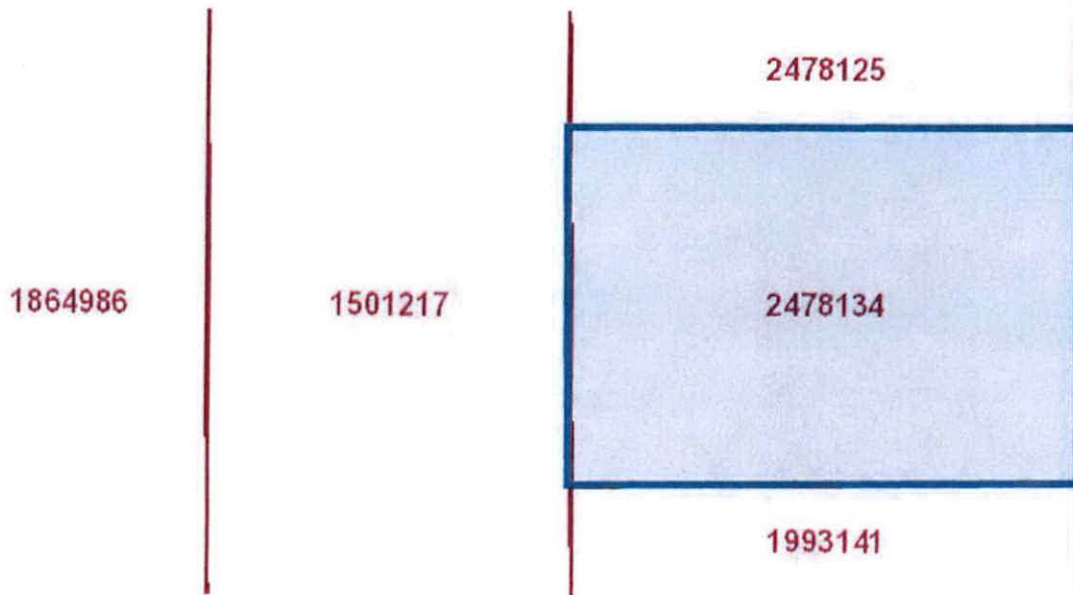
[Application Support](#)

Copyright: City of Mobile
2021

Mobile County Property Search

Key Number: 2478134 For Year 2024

📍 Map



Property Details

Account

Key Number:	2478134
Legal Description:	LOT 1 MCKIBBON S/D MBK 102 P 108 #SEC 25 T4S R2W #MP28 07 25 1 000
Parcel Number:	2807251000010009
Type:	Real
Property Class:	2

Location

Address: 1028 W I-65 SERVICE RD S MOBILE, AL 36609-1304

Owner

Name: APPLE TEN HOSPITALITY OWNERSHIP INC

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

APPLE TEN HOSPITALITY MANAGEMENT INC

Trade Name (DBA)

HAMPTON INN AND SUITES MOBILE

Location Address

1028 WEST I65 SERVICE ROAD SOUTH

Application Number

2024 - 5676

Notice Post Date @ Location

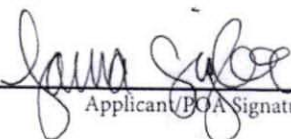
08/15/2024

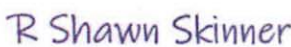
That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature


Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

LEGAL DESCRIPTION
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

Beginning at the Northeast corner of McGregor Enterprises Subdivision, as per plat recorded in Map Book 38, Page 77 in the Office of the Judge of Probate, Mobile County, Alabama (a rebar cap found); thence run South 89 degrees 49 minutes 01 seconds West along the North line of McGregor Enterprises Subdivision a distance of 450.00 feet to a point (a rebar cap set); thence run North 00 degrees 16 minutes 10 seconds West a distance of 294.32 feet to a point (a rebar cap set); thence run North 89 degrees 49 minutes 01 seconds East along the South line of Marriott Subdivision, a distance of 450.00 feet to a point (a railroad spike found); thence run South 00 degrees 16 minutes 10 seconds East along the West right of way line of I-65 Interstate a distance of 294.32 feet to the point of beginning.

ALSO KNOWN AS: Lot 1, McKibben Subdivision as recorded in Map Book 102, Page 108 in the Office of the Judge of Probate, Mobile County, Alabama.

Tax Parcel Identification Number: 02-28-07-25-1-000-010.009

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

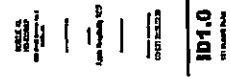
All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type HOTEL/MOTEL			License Type	
Legal Business Name Apple Ten Hospitality Management, Inc.			Trade Name (DBA) Hampton Inn & Suites Mobile	
Physical Address of Business (Street Name, Suite #) 1028 W I-65 Svc Rd S			Building Square Footage 60,330	Building Stand alone or attached STAND ALONE
City Mobile	State AL	Zip Code 36609	Did you include the <u>REQUIRED</u> drawing with this sheet? (see pg 5) YES ... DRAWING ATTACHED	

Business Contact Person			
Name Laura	Title	Phone	Email

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided 101	Parking Required N/A	Compliance ✓	Zoning B-3	Approved ✓
Comments NO LOUNGE AREA CONSUMPTION - ALCOHOL SALES ARE FOR IN-ROOM CONSUMPTION.				
Print Name CALDWELL C. WHITTEN	Signature <i>Caldwell C. Whitten</i>		Date 8-5-2024	

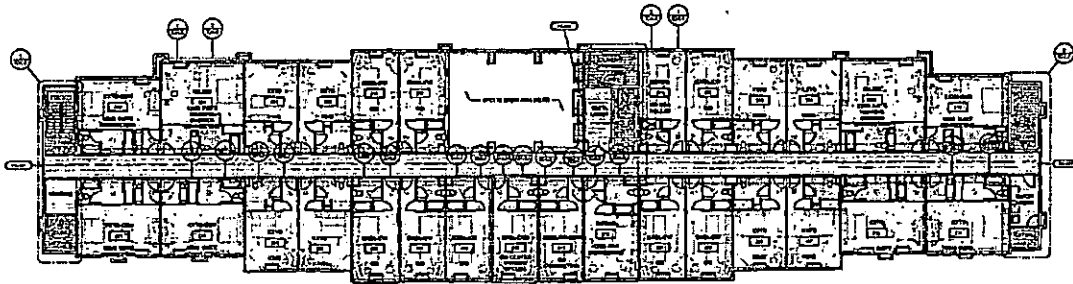


① 1987年1月1日起，外商投资企业开始缴纳企业所得税。

William Ford

President; Apple Ten Hospitality Management, Inc.

Hampton Inn & Suites Mobile
1028 W I-65 Service Rd. S
Mobile, AL 36609



0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'

Marlin Lash

President, Apple Ten Hospitality Management, Inc.

2

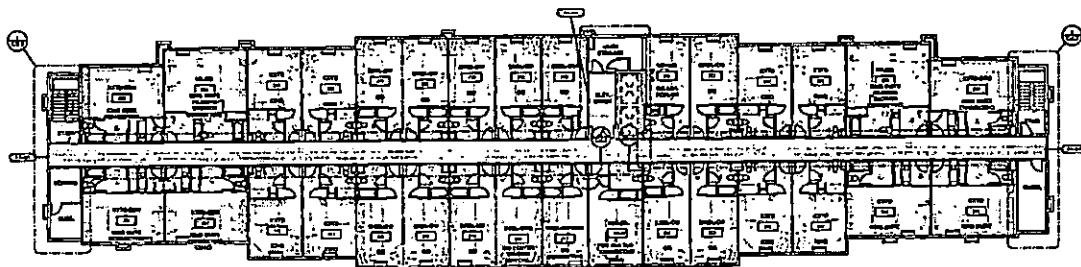
Hampton Inn & Suites
Mobile, AL
1028 W I-65 Service Rd. S
Mobile, AL 36609
Phone: (904) 685-1234
Fax: (904) 685-1235
Email: mobile@hamptoninn.com
Website: www.hamptoninn.com



MOBILE, AL
1028 W I-65
1028 W I-65 Service Rd. S
Mobile, AL 36609
Phone: (904) 685-1234
Fax: (904) 685-1235
Email: mobile@hamptoninn.com
Website: www.hamptoninn.com

ID1.1
NO SCALE PLAN

Hampton Inn & Suites Mobile
1028 W I-65 Service Rd. S
Mobile, AL 36609



© 2009 HKS, INC.

Marlin Lash

President, Apple Ten Hospitality Management, Inc.

2

Hampton Inn & Suites
Mobile, AL 36609

Architectural
Floor Plan

Scale

Hampton

Mobile, AL 36609

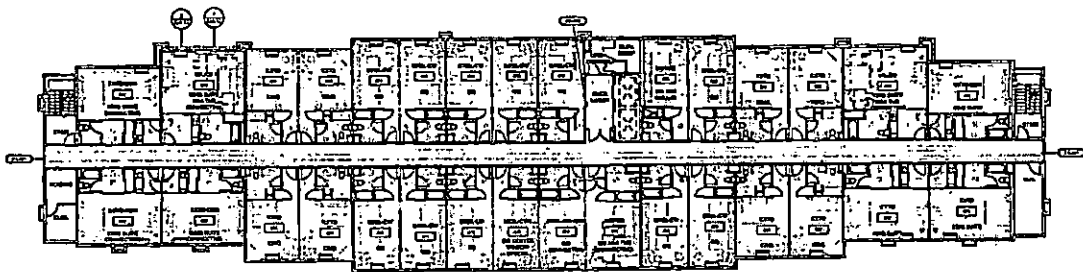
Architectural

© 2009 HKS, INC.

ID1.2

Mobile, AL 36609

Hampton Inn & Suites Mobile
1028 W I-65 Service Rd. S
Mobile, AL 36609



© 2014 Apple Ten Hospitality Management, Inc.

Hampton Inn

President, Apple Ten Hospitality Management, Inc.



2nd Floor

Legend

Room



Mobile, AL

1028 W I-65 Service Rd. S

Mobile, AL 36609

Phone

Apple Hospitality 1-877-

Apple Hospitality 1-877-

Apple Hospitality 1-877-

Apple Hospitality 1-877-

Apple Hospitality 1-877-

Apple Hospitality 1-877-

Apple Hospitality 1-877-

Apple Hospitality 1-877-

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R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

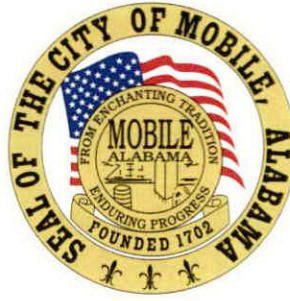
Type of application: Restaurant Retail Liquor License

Submitted by: El Comal Inc.

Location: El Comal
2409 Schillinger Road S.
Mobile, AL 36695

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
08/14/2024	NEW APPLICATION	2024 - 5679	129746	6	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL COMAL INC

Trade Name (DBA)

EL COMAL

Location Address

2409 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

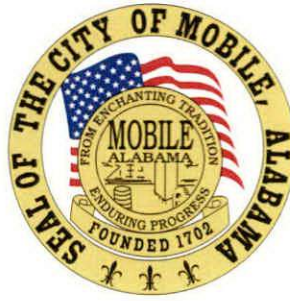
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ANNA AGUIAR

Application Date	Application Type	Application Number	License Account #	Council District	Comments
08/14/2024	NEW APPLICATION	2024 - 5679	129746	6	September 3, 2024

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Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

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Location Address

2409 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: August 16, 2024

Re: Application # 5679 / 2409 Schillinger Rd. S.

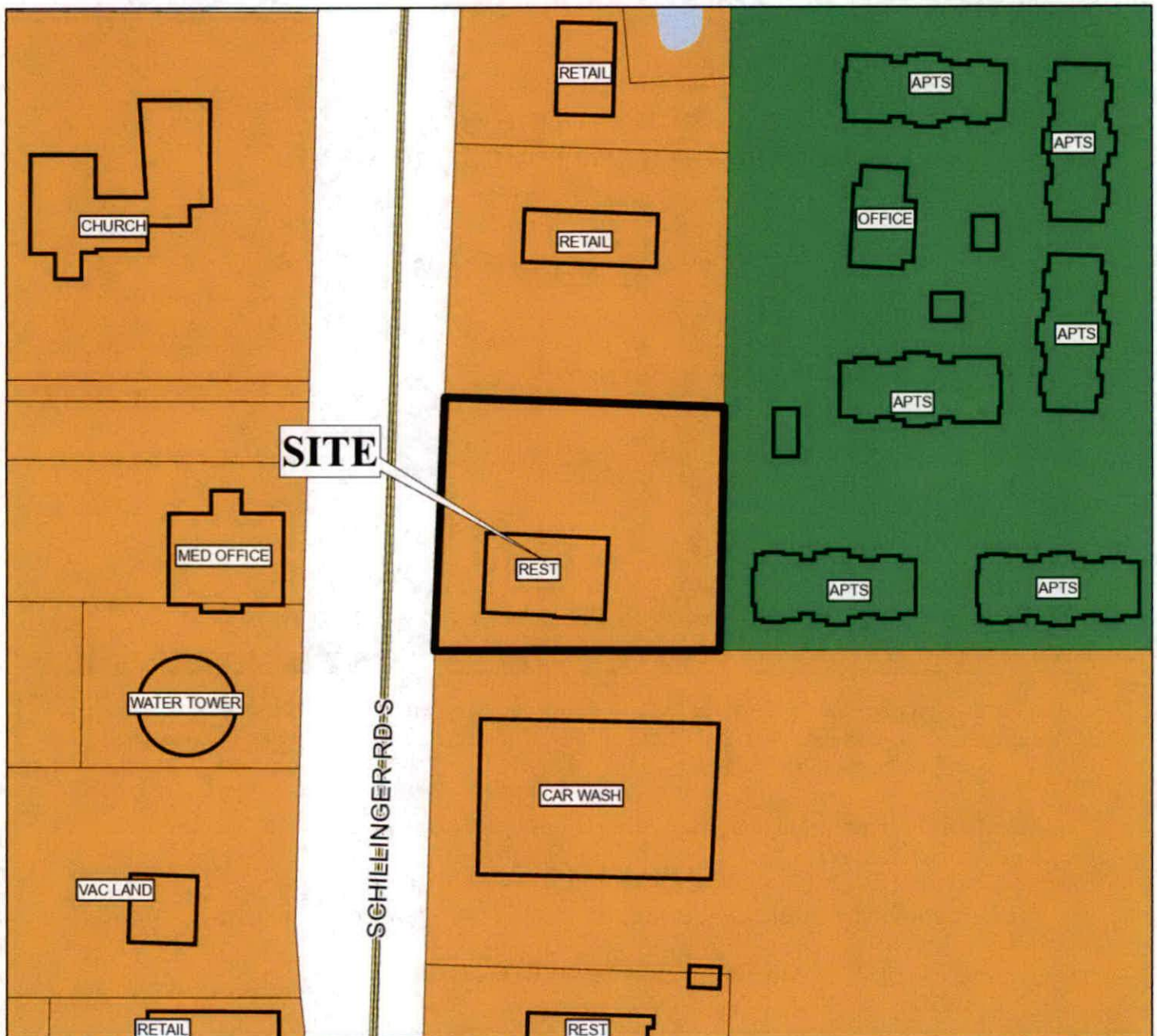
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5679 DATE 9/3/2024

APPLICANT EL COMAL INC

LOCATION 2409 SCHILLINGER RD S

REQUEST ALCOHOLIC BEVERAGE LICENSE

	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		MF		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		



LANDUSE SURVEY
CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/14/2024	NEW APPLICATION	2024 - 5679	129746	6	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL COMAL INC

Trade Name (DBA)

EL COMAL

Location Address

2409 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Contact Person Information				
Name	Title	POA	Phone	Email
	MEMBER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/14/2024	Application Type NEW APPLICATION	Application Number 2024 - 5679	License Account # 129746	Council District 6	Council Agenda Date September 3, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EL COMAL INC			Trade Name (DBA) EL COMAL		
Business Structure Type CORP - CORPORATION		Incorporation Date 02/15/2024	SOS Entity ID	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 2409 SCHILLINGER ROAD SOUTH		City MOBILE	State AL	Zip Code 36695	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information Name		Title MEMBER	POA NO	Phone	Email
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name			Property Owner Phone Number	Property Owner Email OM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 4,500	Bldg Seating Capacity 240	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle)				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
Full Name (Last, First, Middle)				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) N/A				Title		Date of Birth	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?							
							NO
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?							
							NO
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?							
							YES

ABC Application 2

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

- B The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.
- B The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.
- B The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.
- B The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.
- B Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.
- B In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- B Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Carlos Gimenez

8/14/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

President

Sworn to and subscribed before me this 14th day of August 20 24

Notary Person Printed Name

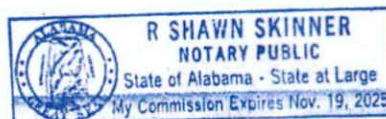
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EL COMAL INC

dba

EL COMAL

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

2409 SCHILLINGER ROAD SOUTH

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 3, 2024 for application number **2024 - 5679**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature

Notice of Public Hearing

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 14, 2024



EL COMAL

2409 SCHILLINGER ROAD SOUTH

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 129746 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1849193	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

08/14/2024 01:01PM NICKOL H.
041920-0008

BUSINESS LICENSE

EL COMAL INC

129746

2024 Item: 1849193

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

MasterCard *****1637

Ref=af4b79cd-83b6-41ac-ala9-d53d279deacb

Auth=030147

Change due \$0.00

Paid by:



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240807160540278

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: EL COMAL Filing Fee: \$50.00
Applicant: EL COMAL INC Transfer Fee:
Location Address: 2409 SCHILLINGER RD S MOBILE, AL 36695
Mailing Address:
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: CORPORATION
Book, Page, or Document info: 001-121-461
Do you sell Draft Beer?:
Date Incorporated: 02/15/2024 State incorporated: AL County Incorporated: MOBILE
Date of Authority: 02/15/2024
Federal Tax ID: Alabama State Sales Tax ID: R012197439

Name:	Title:	Date and Place of Birth:	Residence Address:
	SECRETARY		
	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person:
Business Phone:
Fax:

Home Phone:
Cell Phone:
E-mail:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240807160540278

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: C
What is lessor's primary business? LESSOR OF THE PROPERTY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4500 Display Square Footage:
Building seating capacity: 240 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240807160540278

Initial each

CG
CG

In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

CG

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

CG

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

CG

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

CG

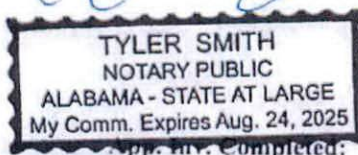
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Carlos G. Gomez

Signature of Applicant: CG

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20240807160540278

Application Payment Confirmation Number: 102359940

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: MOBILE

Business Type: CORPORATION

Trade Name: EL COMAL

Applicant Name: EL COMAL INC

Location Address: 2409 SCHILLINGER RD S
MOBILE, AL 36695

Mailing Address:

Contact Person:

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20240807160540278

Application Payment Confirmation Number: 102359940

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: APPLICATION

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

[Continue](#)

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.4



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 301115 | MONTGOMERY, AL 36130-1115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

July 15, 2024

Dear Mr. Gimenez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:

NAME:

SOC:

ABI RESULT: IDENT

SID:

07-15-2024 11:40 ALLEA0049

CERTIFIED COPY
OF
ALEA DOCUMENT

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 07-15-2024

*NAME

STATE ID NO. FBI ID NO.

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M U 9 205 BRO BLK AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 522 MRI # 54695505



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH BRITAIN STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.ORG



HAI TAYLOR
SECRETARY

July 18th, 2024

Dear Mr. Gimenez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:

NAME:

SOC:

ABI RESULT:IDENT

SID:

07-15-2024 11:48

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 07-15-2024

*NAME

STATE ID NO. FBI ID NO.

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 215 BRO BRO AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*LAST PAGE ON SID

SEQ # 531 MRI # 54697332

CERTIFIED COPY
OF ALEA DOCUMENT

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

**pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:**

El Comal, Inc.

**This name reservation is for the exclusive use of Ruben Gimenez, 3911 Pleasant
Valley Rd, Mobile, AL 36609 for a period of one year beginning February 15,
2024 and expiring February 15, 2025**



RES140079

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

February 15, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

**DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION**

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

El Cornal, Inc.

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (No PO Boxes) address of principal office of the corporation:

Mailing address of principal office (if different from street address):

10

4. The name of the registered agent (only one agent):

Street (No PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-121-461	D/C
Date	02/15/2024
Time	14:33:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Operate a Mexican Restaurant

the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value 1.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if different from street address): _____

The name(s) of the Incorporator(s): _____

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The name(s) of the Incorporator(s): _____

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The name(s) of the Incorporator(s):

Street (No PO Boxes) address of Incorporator(s):

Mailing address of Incorporator(s) - (if different from street address):

The name(s) of the Incorporator(s):

Street (No PO Boxes) address of Incorporator(s):

Mailing address of Incorporator(s) - (if different from street address):

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or its stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

2 / 15 / 2024

Date (MM/DD/YYYY)

Signature as required by 10A-2A-1.20

Incorporator

Title

Individual, Member, Officer, Director, or Agent: The following information is required for every person with proprietary or profit interest in the corporation. This does not apply to publicly traded corporations.

Full Name: _____ Title: PRESIDENT Driver's License Number/State: _____ Expiration Date: 04/01/2025 Place of Birth: AL		Full Name: _____ Title: SECRETARY Driver's License Number/State: _____ Expiration Date: _____ Place of Birth: AL	
I am a: ☒ United States Citizen ☐ Legal Resident of the United States Social Security Number: _____ Home Phone Number: _____ Cell Phone Number: _____ Residence Address: _____ Street Address (Include Suite/Unit/Apt. Number): _____ City: _____ County: _____ Zip Code: _____ Have you ever legally changed your name? Yes ☐ No ☒ Have you ever legally changed your social security number? Yes ☐ No ☒		I am a: ☒ United States Citizen ☐ Legal Resident of the United States Social Security Number: _____ Home Phone Number: _____ Cell Phone Number: 251-404-7637 Residence Address: _____ Street Address (Include Suite/Unit/Apt. Number): _____ City: _____ County: _____ Zip Code: _____ Have you ever legally changed your name? Yes ☐ No ☒ Have you ever legally changed your social security number? Yes ☐ No ☒	
Please list all known Aliases and Nicknames: _____ Have you ever legally changed your social security number? Yes ☐ No ☒		Please list all known Aliases and Nicknames: _____ Have you ever legally changed your social security number? Yes ☐ No ☒	

List of Current Members

The following individuals are the only members of: EL COMAL INC

NAME: _____	TITLE: <u>PRESIDENT</u>
NAME: _____	TITLE: <u>SECRETARY</u>
NAME: _____	TITLE: _____
NAME: _____	TITLE: _____
NAME: _____	TITLE: _____

Carlos Gimenez Miguel Gimenez
PRINTED NAME OF MEMBER

[Signature] [Signature]
SIGNATURE OF MEMBER

8/1/24
DATE

Date of this notice: 02-15-2024
Employer Identification Number:

Form: SS-4
Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you this EIN to identify you, your business accounts, tax returns, and records. Even if you have no employees, please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and the instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 956, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efileproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is EICO. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:
EL COMAL INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012187439	08/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

TAXES CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Darick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2409 SCHILLINGER RD S MOBILE AL 36695-4180



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY		
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251 574 8535 or this should be included on your deed and/or lease paperwork		
LEGAL DESCRIPTION		
SUB DIVISION1: SCHILLINGER BUSINESS PARK	MAP BOOK: 125	PAGE: 123
SUB DIVISION2:	MAP BOOK: PAGE:	
PRIMARY BLOCK:	SECONDARY BLOCK:	
PRIMARY LOT: C	SECONDARY LOT:	
SECTION: 6	TOWNSHIP: 55	RANGE: 2W
CONDO NAME:	CONDO BOOK: PAGE:	CONDO UNITS:
METES AND BOUNDS: LOT C SCHILLINGER BUSINESS PARK MBX 125/123		
Ownership Type	Company Name	

The above described property is ☐ Owned ☒ Leased to/by EI Conn Inc.

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 12 day of August 2024

Notary Printed Name <u>Bosie Quinnie</u>	Notary Signature <u>Bosie Quinnie</u>	My (Notary) Commission Expires <u>04/11/2027</u>
---	--	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

2409 Schillinger Road S

2409 Schillinger Road S

City, State, Zip

City, State, Zip

Mobile AL 36695

Mobile AL 36695

Date Agreement Signed

Date Agreement Signed

8/12/2024

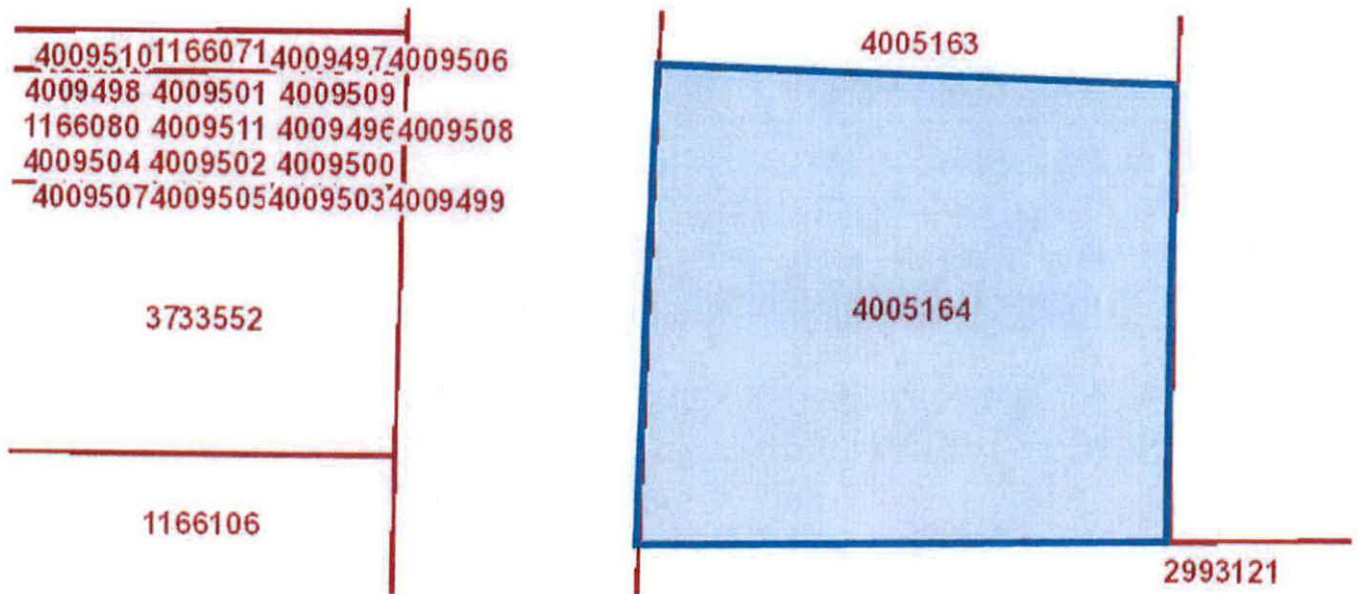
8/12/2024

I Application Property Ownership

Mobile County Property Search

Key Number: 4005164 For Year 2024

📍 Map



Property Details

Account

Key Number: 4005164
Legal Description: LOT C SCHILLINGER BUSINESS PARK MBK 125/123
Parcel Number: 3303062000050006
Type: Real
Property Class: 2

Location

Address: 2409 SCHILLINGER RD S MOBILE, AL 36695-4180

Owner

Name:

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL COMAL INC

Trade Name (DBA)

EL COMAL

Location Address

2409 SCHILLINGER ROAD SOUTH

Application Number

2024 - 5679

Notice Post Date @ Location

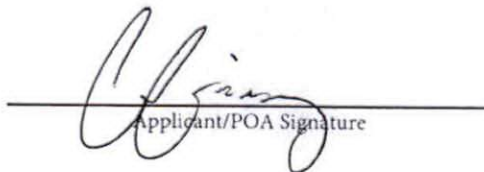
08/14/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

REAL ESTATE LEASE

This Lease Agreement (This "Lease") is made effective as of July 1, 2024, by and between Dos Buenos Hermanos, L.L.C. ("Landlord"), and El Comal, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 6,000 square foot building (the "Premises") located at 2409 Schillinger Rd. S., Mobile, AL 36695.

OCCUPANTS. The Premises may not be occupied by more persons than the fire marshall will allow.

TERM. The lease term will begin on July 1, 2024 and will terminate on June 30, 2029.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of month to month per renewal term, unless either party gives written notice of the termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$10,000.00 per month, payable in advance on the first day of each month, for a total lease payments of \$600,000.00. Lease payments shall be made to the Landlord at 2409 Schillingers Rd. S., Mobile, AL 36695, which may be changed from time to time by Landlord.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a restaurant. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

MAINTENANCE. Tenant's obligation for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks
- the sewer, water pipes, and other matters related to Plumbing
- the electrical wiring
- the air conditioning system

- the heating system

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspection, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Tenant shall be responsible for all insurance coverage on the building including property damage, liability, and storm damage.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes. Tenant shall pay all real estate taxes and assessments for the Premises.

Personal Taxes. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within twenty days (or any other obligation within twenty days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: _____
Address: 2409 Schillinger Rd. S.
Mobile, AL 36695

TENANT:

Name: _____
Address: _____ S.
Mobile, AL 36695

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

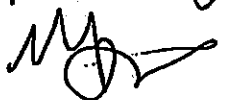
CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. this Lease shall be construed in accordance with the laws of the state of Alabama.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

LANDLORD:  Date: 6-4-2024 =1
Ruben Gimenez - General Partner - Dos Buenos Hermanos, L.L.C.

TENANT:  Date: 5/31/24
Miguel Gimenez - Secretary - El Comal, Inc.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other		
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub					
Legal Business Name E1 Comal Inc.		Trade Name (DBA) E1 Comal			
Company Physical Address (Street Address, Suite #) 2409 Skett Schilling Road S		City Mobile	State AL		
Business Contact Person Information Name		Title President	Phone		
Email					
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 6,501± sqft	Parking Provided 44+	Parking Required 22	Compliance Yes	Zoning B-2	Approved Yes
Comments					
Print Name Payton Rogers		Signature 		Date 8/14/2024	

| Planning and Zoning

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer (Off Premises Only) License
Retail Table Wine (Off Premises Only) License

Submitted by: Cody One Market LLC

Location: Cody One Market
231 Cody Road N.
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ISAAC LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Member
08/14/2024	NEW APPLICATION	2024 - 5680	129747	7	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CODY ONE MARKET LLC

Trade Name (DBA)

CODY ONE MARKET

Location Address

231 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agent - District 7

Application Date	Application Type	Application Number	License Account #	Council District	Council Agent
08/14/2024	NEW APPLICATION	2024 - 5680	129747	7	September 3, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CODY ONE MARKET LLC

Trade Name (DBA)

CODY ONE MARKET

Location Address

231 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: August 20, 2024

Re: Application # 5680 / 231 Cody Rd. N.

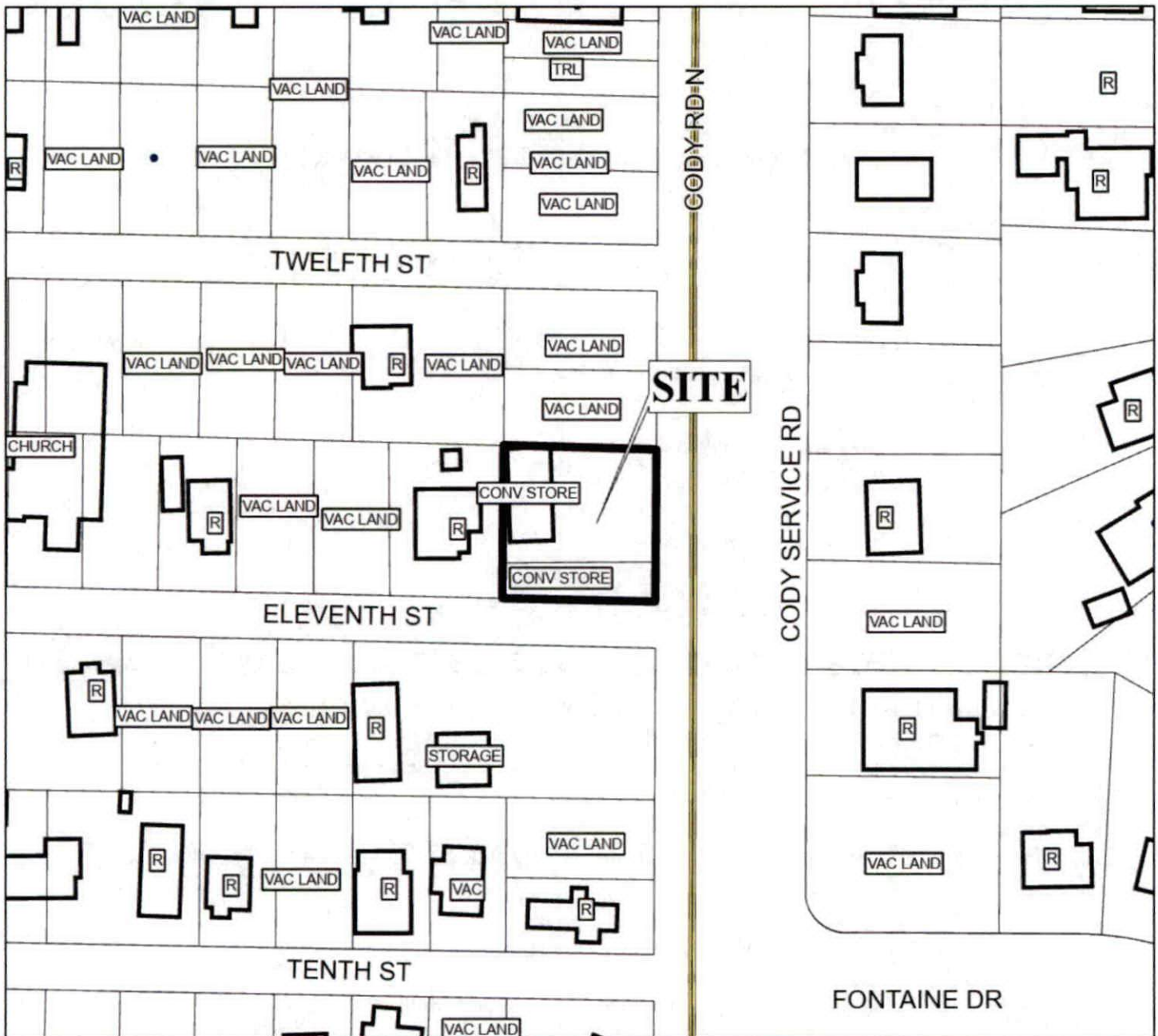
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a non-conforming status. This is to advise that a convenience store with retail beer and wine sales is a permitted use under the non-conforming status.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5680 DATE 9/3/2024

APPLICANT CODY ONE MARKET LLC

LOCATION 231 CODY RD N

REQUEST ALCOHOLIC BEVERAGE LICENSE

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	



LANDUSE SURVEY
CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/14/2024	NEW APPLICATION	2024 - 5680	129747	7	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CODY ONE MARKET LLC

Trade Name (DBA)

CODY ONE MARKET

Location Address

231 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
		NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 08/14/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/14/2024	NEW APPLICATION	2024 - 5680	129747	7	September 3, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CODY ONE MARKET LLC

Trade Name (DBA)

CODY ONE MARKET

Location Address

231 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
	MEMBER	NO	(	

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 08/14/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/14/2024	Application Type NEW APPLICATION	Application Number 2024 - 5680	License Account #	Council District 7	Council Agenda Date September 3, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name CODY ONE MARKET LLC			Trade Name (DBA) CODY ONE MARKET		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/24/2024	SOS Entry ID ---	State AL	County MOBILE
Federal Tax ID (FEIN) ---	Alabama State Sales Tax ID		Business Phone Number		
Physical Address (Street Address, Suite #) 231 CODY ROAD NORTH			City MOBILE	State AL	Zip Code 36608
Mailing Address (Street Address, Suite #, PO Box) 231 CODY ROAD NORTH			City MOBILE	State AL	Zip Code 36608
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name	Title MEMBER	POA NO	Phone :	Email -	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State AL	Zip Code
Bldg Square Footage 1,500	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials kh

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)			Title	Driver's License (State, Number)	
			MEMBER		
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
			MOBILE	AL	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)			Title	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

Kh

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

Kh

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

Kh

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

Kh

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Kh

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

Kh

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Kh

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Khaled mohd abujaliel

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

8/14/2024

Title of Person Signing this Application

member

Sworn to and subscribed before me this **14th** day of **August** 20 **24**

Notary Person Printed Name

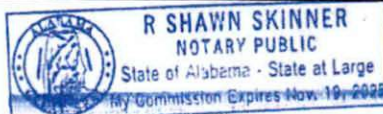
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CODY ONE MARKET LLC

dba

CODY ONE MARKET

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

231 CODY ROAD NORTH

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 3, 2024 for application number **2024 - 5680**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 14, 2024



CODY ONE MARKET

231 CODY ROAD NORTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 129747 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1849170	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

08/14/2024 09:49AM NICKOL H.
041920-0002

BUSINESS LICENSE

CODY ONE MARKET LLC

129747

2024 Item: 1849170

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****0700

Ref=e822788b-d51e-46a4-981f-05f0386ce19e

Auth=007770

Change due \$0.00

Paid by:



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240813083936841

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **CODY ONE MARKET**

Filing Fee: \$100.00

Applicant: **CODY ONE MARKET LLC**

Transfer Fee:

Location Address: 231 CODY RD N MOBILE, AL 36608

Mailing Address: 231 CODY RD N MOBILE, AL 36608

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-137-873

Do you sell Draft Beer?:

Date Incorporated: 05/24/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 05/24/2024

Federal Tax ID:

Alabama State Sales Tax ID: 0000

Name:	Title:	Date and Place of Birth:	Residence Address:
	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person:

Home Phone:

Business Phone:

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240813083936841

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: ?

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1500 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240813083936841

Initial each

Kh
Kh

Kh

XX

XX

XX

Kh

Kh

Kh

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

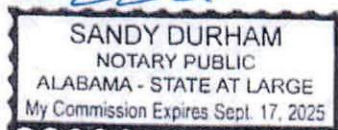
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Khaled mohd I abujalid

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20240813083936841**

Application Payment Confirmation Number: **102463102**

Payment Summary:	
Payment Item	Fee
Application Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary:			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License County: MOBILE

Business Type: LLC

Trade Name: **CODY ONE MARKET**

Applicant Name: **CODY ONE MARKET LLC**

Location Address: 231 CODY RD N
MOBILE, AL 36608

Mailing Address: 231 CODY RD N
MOBILE, AL 36608

Contact Person:

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Cody One Market LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent):

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-137-873	DLL
Date	05/24/2024
Time	13:15:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 24 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 01 : 15 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 24 / 2024
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

attorney

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Cody One Market LLC

This name reservation is for the exclusive use of Robert Jason Crane, 3800 Airport
Boulevard Suite 203, Mobile, AL 36608 for a period of one year beginning May
24, 2024 and expiring May 24, 2025



RES158760

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 24, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

004542.587572.157181.17138 1 MB 0.571 532



 **CODY ONE MARKET LLC**

**1110 11TH ST
MOBILE AL 36608**

04542

Date of this notice: 05-30-2024

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at
1-800-829-4933

**IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.**

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CODY. You will need to provide this information, along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

CODY ONE MARKET LLC
231 CODY RD N
MOBILE, AL 36608-4659

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS		08/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 445131

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 13 day of aug 2024

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Angelina N Burrow

9.13.2025

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Wasim Thabet

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address

231 Cody rd N

City, State, Zip

City, State, Zip

Mobile AL, 36608

Date Agreement Signed

Date Agreement Signed

8/13/24

8/13/24

| Application Property Ownership

Information for Address: 231 Cody Rd N

[Search for New Address](#)

Parcel Owner / Mailing Address:

any

Parcel Information:

Parcel: R022804181002108.000 / 495468

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Mobile Terrace

Historic District:

Address is not within a Historic District

PLS Section:

4S2W18

Census Tract:

006402

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

(Tuesday West / Annex)

Trash Pickup:

(Friday North / 5-TD-4)

Fire District:

(Fire Station 1 Lloyd J Freeman)

Police Precinct/Beat:

(Precinct 4 Beat 45)

--- Political ---

City Council District:

District: (7)

Gina Gregory - (251) 208-7441

County Commissioner District:

District: (2)

State House District:

District: (99)

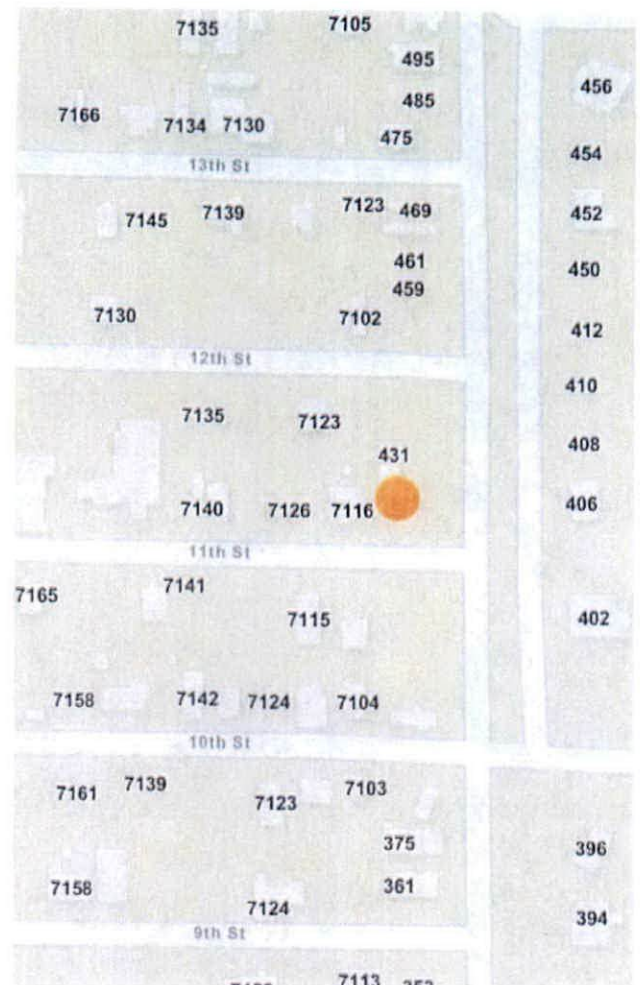
State Senate District:

District: (34)

--- Additional Links ---

Mobile County School Board Website: ([Click Here](#))

Mobile County School District Application: ([Click Here](#))



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

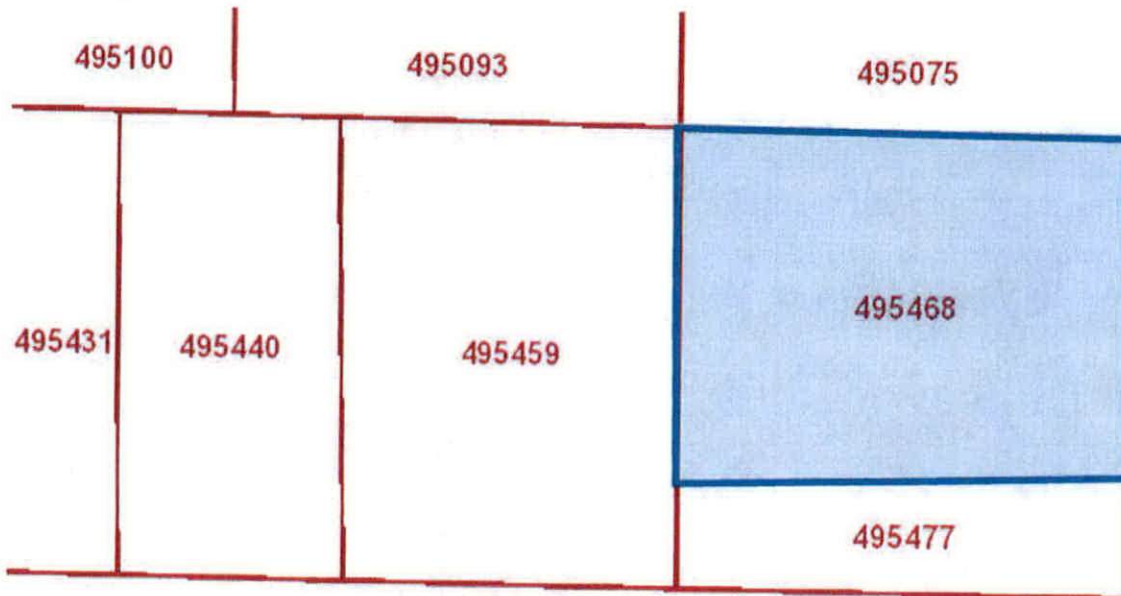
[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 495468 For Year 2024

📍 Map



Property Details

Account

Key Number: 495468
Legal Description: LOT 28 29 & 30 BLK 24 MOBILE TERRACE SUB ACC TO PLAT THEREOF REC IN DBK 156 PGS 540-559 #SEC 18 T4S R2W #MP28 04 18 1 002
Parcel Number: 2804181002108XXX
Type: Real
Property Class: 2

Location

Address: 231 CODY RD N MOBILE, AL 36608

Owner

Name:

Mailing Address: 231 CODY RD N

MOBILE , AL 36608-4659

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CODY ONE MARKET LLC

Trade Name (DBA)

CODY ONE MARKET

Location Address

231 CODY ROAD NORTH

Application Number

2024 - 5680

Notice Post Date @ Location

08/14/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 1, 2024, and Cody One Market LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Building and Equipment (the "Premises") located at 231 Cody Rd N, Mobile, AL 36608.

TERM. The lease term will begin on July 1, 2024 and will terminate on June 30, 2029..

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$ 1500.00, payable in advance on the first day of each month, for a total lease payment of \$90,000.00. Lease payments shall be made to the Landlord at 2745 Weston Dr. Mobile, AL 36695, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Operation of a convenience store selling gasoline. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100.00% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair

at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at

Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership

existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

OPTION TO RENEW

Tenant shall have the option to renew the lease for an additional five years with terms to be agreed upon.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

TENANT:

Cody One Market LLC
231 Cody Rd N
Mobile, Alabama 36608

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

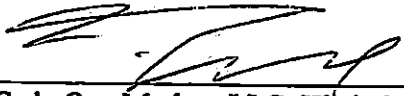
LANDLORD:



Thabet Properties LLC Wasim Thabet

Date: June 7, 2024

TENANT:



Cody One Market LLC Khaled Abujaljel

Date: June 7, 2024



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

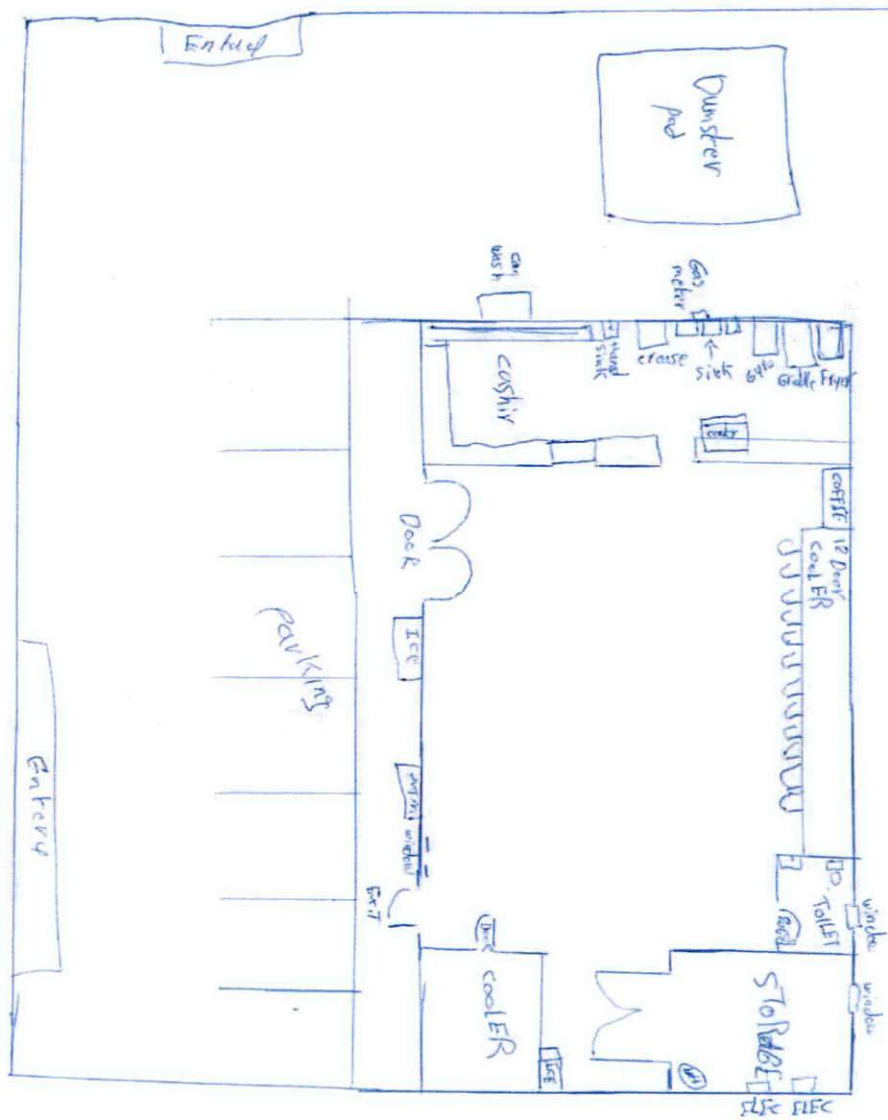
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name cody one market LLC				Trade Name (DBA)			
Company Physical Address (Street Address, Suite #) 231 cody Rd N				City mobile	State AL	Zip Code 36608	
Business Contact Person Information Name		Title member	Phone		Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 1850	Parking Provided 7	Parking Required 7	Compliance ✓		Zoning R-1	Approved ✓	
Comments EXISTING NONCONFORMING USE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 8-16-2024		

1 1 1 1 1 1 1 1

7



RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$2,000.00, and to Foxfire Neighborhood Association, from her discretionary funds; and*

WHEREAS, *Foxfire Neighborhood Association, 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 Foxfire Neighborhood Association, *will be used to assist with fence repairs, landscaping, new entrance signs, security camera, and lighting.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to Foxfire Neighborhood Association, 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 \$577.00 to Lillie B. Williamson High School & Middle Grades Preparatory Academy, from his discretionary funds; and*

WHEREAS, *Lillie B. Williamson High School & Middle Grades Preparatory Academy, 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 *Lillie B. Williamson High School & Middle Grades Preparatory Academy will be used to assist with the High School Annual Homecoming Event scheduled for September 12, 2024*, 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 \$577.00 to Lillie B. Williamson High School & Middle Grades Preparatory Academy for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Martha Barton 2024

REVIEWERS:

Glenda Chambers

Lana Gauthier

August 2, 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **JULY 2024 – MARTHA BARTON (Employee #11950) Administrative Services
Office Assistant II - Human Resources Department**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5036

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Taylor Park – Community Center Improvements

CAPITAL PROJECT #: C0538 (20002000-42200)

CONTRACT AMOUNT: \$470,000.00 DATE OF
RECEIPT: 8/1/2024

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-24

PROJECT DESCRIPTION: Planning and Design related services for improvements at the Taylor Park Community Center.

VENDOR NAME: Watermark Design Group, LLC

VENDOR
NUMBER: 271288

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant I

Date: 07/19/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, 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: Watermark Design Group, LLC

Project Name: CIP Taylor Park – Community Center Improvements

Project Number: PR-003-24

Amount: \$470,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Taylor Park – Community Center Improvements

CAPITAL PROJECT #: C0538 (20002000-42200)

CONTRACT AMOUNT: \$470,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-24

PROJECT DESCRIPTION: Planning and Design related services for improvements at the Taylor Park Community Center.

VENDOR NAME: Watermark Design Group, LLC

VENDOR NUMBER: 271288

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/19/2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, AL 36607
City of Mobile Business License No.: 54823
Secretary of State Registration No.: 000-601-999

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

Taylor Park – Community Center Improvements
1050 Baltimore Street
Mobile, Alabama 36605
Project Number: PR-003-24
Scope: Planning and Design related services for the improvements at the
Taylor Park Community Center

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 Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Taylor Park – Community Center Improvements and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated June 17, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:

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

Planning and Design related services for the improvements at the Taylor Park Community Center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Taylor Park – New Community Center 1050 Baltimore Street Mobile, Alabama 36605 is Six Million Five Hundred Thousand 00/100 Dollars (\$6,500,000.00).

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

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(2053334344)

Page 720 of 1143

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Eighty (180) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:

(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtown Loop North, Suite H
Mobile, AL 36609

Init.

.2

(Paragraphs deleted)

Other, if any:

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

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Nicholas W. Gray, Assoc. AIA
Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, AL 36607
ngray@watermarkarch.com
251-344-5515

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, AL 36607

.2 MED Engineer:

Jaguar Consulting, LLC
8658 Capital Dr. North
Mobile, AL 36695

.3 Structural Engineer:

Thompson Engineering Inc.
2970 Cottage Hill Rd.
Mobile, AL 36606

.4 Civil Engineering and Landscape Architecture:

Kimley-Horn and Associates, Inc.
11 North Water Street
RSA Battle House Tower
Suite 10290
Mobile AL 36602

(Paragraphs deleted)

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

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

(Paragraph deleted)

Init.

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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.

(Paragraph deleted)

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

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

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

6. Endorsements:

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

- .1 Additional Insured: All policies of insurance, except Workers Compensation and Professional Liability insurance, 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 Workers Compensation and Professional Liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- .4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- .5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

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

(Paragraphs deleted)

- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

(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.

(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).

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

§ 6.4 If 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.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 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 STATE and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT'S negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S subconsultants, under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the CITY and STATE, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent covered by CONSULTANT'S policy of professional liability insurance in accord with insurance limits required below. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability. CONSULTANT shall reimburse the CITY and STATE for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S negligence, 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 and STATE except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 **COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
 (Insert amount)
 - A. Task 1 – Programming Services: \$80,000.00
 - B. Task 2 – Basic Design Services: \$390,000.00

- A. Total Contract Amount: (not to exceed) \$470,000.00

- .2 Percentage Basis
 (Insert percentage value)

 N/A

- .3 Other

(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20 %)
Design Development Phase	Thirty	percent (30 %)
Construction Documents Phase	Fifty	percent (50 %)

Total Basic Compensation	one hundred	percent (100 %)
--------------------------	-------------	------------------

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category

Rate (\$0.00)

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§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
 - a. Proposal for Architectural Services, Exhibit A
 - b. Insurance Requirements, Exhibit 1
 - c. Architect's E-Verify Documentation
 - d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES 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.

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ARTICLE 17 SEVERABILITY CLAUSE

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

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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-Consultant:
Watermark Design Group, LLC

OWNER (Signature)



ARCHITECT (Signature)

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

John A. McArthur III, AIA
Principal Architect / President
(Printed name, title, and license number, if required)

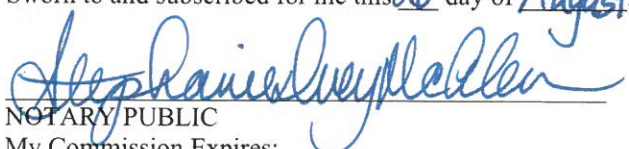
ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **John A. McArthur III, AIA** as **Principal Architect / President** of **Watermark Design Group, 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

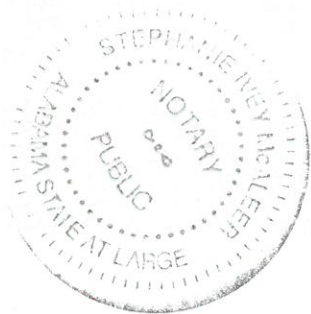
Sworn to and subscribed for me this 20 day of August, 2024



NOTARY PUBLIC

My Commission Expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



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June 17, 2024

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Shannon McIntyre

Regarding: Proposal for Professional Design Services
Taylor Park Community Center

Shannon,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Planning and Design related services for the improvements at the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to develop the following improvements: new Community Center, new entrance, additional site parking and lighting, roadway connection to Gayle Street, and additional site drainage improvements. It is also our understanding that the overall design elements have not been fully defined and the City will further define the scope of services and work within a programming phase.



Figure 1: Existing Taylor Park.

Work Activities and Deliverables

The project team sets a trajectory for success during the first stage of the design process. Our team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the design process. We advocate for a transparent and collaborative process that includes the City of Mobile staff, design professionals, and local user groups to better inform project decisions and strengthen the richness of thought infused into the project.

Team Members:

Watermark Design Group – Architecture and Project Management.

Thompson Engineering – Structural Engineering

Kimley-Horn – Civil Engineering, Landscape Architecture

Jaguar Consulting – Mechanical, Plumbing, Fire protection, and Electrical Engineering

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

Programming / Pre-Design Phase (Task 1)

- Our team proposes to provide Programming and Pre-Design Services for the project. These services were estimated using a history of similar projects. Our team will perform these programmatic services on a time and materials basis, with a not-to-exceed amount unless approved by the Owner.
- Identifying the physical and aesthetic desires for the park expansion and facilities is a fundamental activity that must be completed early to ensure that design efforts address the needs of City of Mobile. In order to do so, we are including programming and a comprehensive site inventory and analysis in this proposal. Programming is a critical component to fully understand the project as a whole and how the separate design elements fit within the overall context of the site. Developing the program allows us to understand the goals and vision for this project and the site inventory and analysis allows us to understand the existing conditions.
- During this phase, an updated projection of probable cost will be prepared and submitted for review.

— Assumptions/Exclusions

- A survey is not included as the Owner mentioned providing one from a previous project. If not inclusive, additional fees could apply.
- This does not include any effort and/or fees associated with any additional environmental assessments such as wetland delineations, threatened and endangered species, cultural resource surveys, etc.
- This does not include any efforts or fees associated with use of ground penetrating radar or other subsurface utility locating services.

Basic Design Services Phase (Task 2)

- The next step in the process will be the development of the contract documents for the overall design of the Community Center and the park. Much of this process will be informed by the programming and pre-design work identified in Task 1. The project team is proposing to complete this Task by using an industry standard design process: Schematic Design, Design Development, and Construction Documents.
- The project team will collaborate with the City of Mobile staff to develop a Schematic Design plan that exhibits the general scope, layout and character of the project based on the programming phase results.
- After receiving approval from the City of Mobile on the final Schematic Design plan, the project team shall prepare more in-depth design drawings. The major components of the site layout may include roadway design, entrance signage, low impact design techniques, landscape planting plans, construction materials selection, structural, mechanical, electrical and plumbing systems, utility design, and site furnishings are incorporated into the design and any major details are refined. The program is further developed to include access and security functions and technology requirements.
- During this phase, a projection of probable cost will be prepared and submitted for review.
- Drawings for all disciplines are developed to the level of detail necessary for permitting, bidding and construction. Technical specifications are developed to dictate the level of material quality and workmanship. Bidding requirements, construction contracts and associated general and supplemental conditions provide instructions for submitting a responsive bid and establish the details of the relationship between the City and Contractor and the role of the Architect/Engineer during the construction phase of the project.

– Assumptions/Exclusions

- All design elements will be taken through the Construction Documents phase.
- Any permitting and/or review fees (Land Disturbance, Right of Way, or Building) will be submitted as a reimbursable.
- City of Mobile standard “Front End” Bidding and Contract Documents will be provided by the City for inclusion in the Project Manual.

General Assumptions and Exclusions

- The Bidding and Contract Support Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- The Construction Administration Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- Construction Materials Testing and Special Inspection Services for the project will be provided under a future proposal and Amendment or Contract Agreement.

Summary of Cost & Professional Services Fees

For Development of this proposal, we have assumed a 8,000 SF Community Center building footprint, and upgrades (drainage, accessibility, lighting, and parking) to the nearly 5-acre park site. Based on the City's anticipated budget of \$6.5M for Overall Project Costs, we propose a 6% fee for the basic design services with an additional 2% fee for Programming Services and an additional 2% fee for construction administration and the required DBE participation.

Fee Breakdown	
Task 1 – Programming Services	\$80,000.00
Task 2 – Basic Design Services	\$390,000.00
Total for Professional Services:	\$470,000.00

*Note: Permitting, Bidding and Procurement, Construction Administration, CMT Testing, and Special Inspection Services will not be provided as a portion of this proposal. If these services are needed, a separate proposal can be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

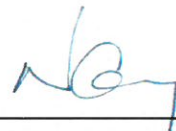
We are prepared to commence work within 30 days of receiving a fully executed contract. We anticipate that the design for this project could be completed within 6 months (180 days) barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC



John (Sandy) A. McArthur III, AIA
Principal Architect / President



Nicholas W. Gray, Assoc. AIA
Associate Architect /
Project Manager



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.



Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Watermark Design Group, LLC
Address	2970 Cottage Hill Road, Suite 200 Mobile, AL 36606
Telephone	251-344-5515
E-Mail	ngray@watermarkarch.com

RFP/RFQ Solicitation Number	PR-003-24
Project Description	Taylor Park Community Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>4</u> Female <u>3</u> Minority <u>2</u> Non-minority <u>2</u> SDVO <u> </u>
Total #of Employees	<u>7</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John A. McArthur, III (Sandy)

Signature:  Date: 07-08-2024

Title: President / Principal Architect

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: Nicholas Gray Title: Senior Project Manager

Email: ngray@watermarkarch.com Phone: 251-344-5515

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ 470,000.00

07/ 08 / 2024	Description
	Professional Design Services

Date: _____

Name of Bidder/Proposer: Watermark Design Group, 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: Watermark Design Group, LLC
Contact Person: Nicholas Gray Phone 251-344-5515 Email nggray@watermarkarch.com
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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



Company ID Number: 569739

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Watermark Design Group, LLC	
Anne Hirschfeldt	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watermark Design Group, LLC
Company Facility Address:	2970 Cottage Hill Road
	Mobile, AL 36606
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	631238852



Company ID Number: 569739

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Sue M Bonds	Fax Number:	(251) 378 - 6164
Telephone Number:	(251) 378 - 6195		
E-mail Address:	sbonds@thompsonengineering.com		
Name:	Anne C Hirschfeldt	Fax Number:	(251) 378 - 6164
Telephone Number:	(251) 666 - 2443		
E-mail Address:	ahirschfeldt@thompsonengineering.com		



Watermark Design Group, LLC	
Entity ID Number	000-601-999
Entity Type	Foreign Limited Liability Company
Principal Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Principal Mailing Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Status	Exists
Place of Formation	Delaware
Formation Date	11/19/1999
Qualify Date	11/24/1999
Registered Agent Name	JOHN A. "SANDY" MCARTHUR, III
Registered Office Street Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Registered Office Mailing Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Nature of Business	ARCHITECTURE
Annual Reports	
Report Year	2023
Transactions	
Transaction Date	02/09/2007
Registered Agent Changed From	KEARLEY, DOUGLAS 2410 DAUPHIN STREET, BLDG B MOBILE,, AL 36607
Transaction Date	12/20/2011
Agent Mailing Address Changed From	* Added
Transaction Date	12/20/2011
Registered Agent Changed From	MUELLER, RICHARD 2970 COTTAGE HILL RD STE 200 MOBILE,, AL 36606
Transaction Date	03/15/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	03/15/2024
Principal Office Changed From	2410 DAUPHIN STREET, BLDG B MOBILE, AL 36607
Transaction Date	03/29/2024

Watermark Design Group, LLC			
Registered Agent Changed From	CLARKE, JAMES H 2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	11/24/1999	Certificate of Formation pg.	1
Document Date / Type / Pages	02/09/2007	Registered Agent Change pg.	1
Document Date / Type / Pages	12/20/2011	Registered Agent Change pgs.	2
Document Date / Type / Pages	03/15/2024	Articles of Amendment pgs.	4
Document Date / Type / Pages	03/29/2024	Registered Agent Change pgs.	2

New Search



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 E-MAIL ADDRESS: afoster@turnerfirst.com FAX (A/C, No): (334) 244-0350														
INSURED Watermark Design Group, LLC 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B :</td><td></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 : Zurich American Insurance Co.	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-02	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		X	BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 N	N/A	WC 3534777-02	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-003-24 (Taylor Park - New Community Center)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

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 Cadence Insurance, a Gallagher Company 760 Howard Avenue, 2nd floor Biloxi MS 39530	CONTACT NAME: Patty Savage
	PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957
	E-MAIL ADDRESS: patty.savage@cadenceinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Beazley Insurance Company, Inc. NAIC # 37540
	INSURER B: Travelers Property Casualty Co of America 25674
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 960605696**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697240801	2/1/2024	2/1/2025	Per Claim Aggregate 2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

PR-003-24 (Taylor Park - New Community Center)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

[Signature]

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CAPITAL CONTRACT SUMMARY SHEET

C# 5078

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 City Wide CIP Sidewalk Repairs & Maintenance

COM Project: 2024-3005-14

PROJECT #: SDW24 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Sidewalk Repair and Maintenance

CONTRACT AMOUNT: \$926,724.66

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

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 8/22/2024

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

WHEREAS, bids for sidewalk repairs for districts 1, 2, 3, 4, 5, 6, and 7 were received and opened on July 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid of \$745,920.00 meeting specifications from Chris Brewer Contracting, Inc., contract in the amount of \$926,724.66.

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: Chris Brewer Contracting, Inc.

Project Name: 2024 City Wide CIP Sidewalk Repairs & Maintenance

Project Number: 2024-3005-14

Amount: \$926,724.66

Adopted:

City Clerk



2024 CITY WIDE CIP SIDEWALK REPAIRS & MAINTENANCE

PROJECT No. 2024-3005-14

BID DATE – JULY 24, 2024

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Contractor's Insurance Certificates.....	Attachment C
Subcontracting Plan and DBE Utilization Report	Attachment D
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Project Closeout Requirements & Affidavits	Attachment F
Sign Details.....	Attachment G
Tax Exemption.....	Attachment H

ITEM I
INVITATION TO BID

Notice to Contractors:

The work covered by these specifications shall include furnishing all labor, supervision, materials, equipment, and incidentals which may be required to complete annual sidewalk repair and maintenance by means of new sidewalk construction and rehabilitation of damaged and deteriorated sidewalks and rights of way. This Contract is on an “as needed or on call” basis, based on available funding, for a period of three (3) years.

The Project is for a periodic bid that consists of sidewalk repair and maintenance throughout the City of Mobile. Each Task Order will be designated by the City, or its consultant, as needed, utilizing unit prices for commonly performed contractor work items. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected for each task order. Failure to comply with the times specified within each Task Order may, in the sole determination of City, result in the contractor being prohibited from additional work for the City, until such time as Contractor is back on schedule.

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, JULY 24, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-14
Project:	2024 City Wide CIP Sidewalk Repair & Maintenance
Project Description:	Sidewalk Repair and New Construction

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars (\$25.00). 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 July 22, 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 July 17, 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 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2024-3005-14**, in the City of Mobile, Alabama".

ITEM II

INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of establishing the low bidder, upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. 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 types of facilities and possible 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.

3. 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.

4. 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.

5. 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.

6. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. 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.

8. 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.

9. 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.

10. 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 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2024-3005-14**, in the City of Mobile, Alabama".

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

(c) 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.

(d) 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.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ADDENDUM 1

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 7-19-24

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: 2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

Project No: 2024-3005-14

Project Description: Sidewalk Repair and New Construction

Major work items include: Concrete sidewalk removal and construction

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

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 City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on July 22, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM 1

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201A-000	CLEARING AND GRUBBING (INCLUDING CREPE MYRTLES)	6	Acre	\$500.00	Five Hundred DOLLARS 0 CENTS	\$3000.00
206C-000	REMOVING CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	4,500	SY	\$9.00	Nine DOLLARS 0 CENTS	40,500.00
206C-002	REMOVING CONCRETE SLOPE PAVING (INCL. SAW CUTTING)	20	SY	10.00	Ten DOLLARS 0 CENTS	200.00
206C-018	REMOVING ASPHALT SIDEWALK (INCL. SAW CUTTING)	20	SY	10.00	Ten DOLLARS 0 CENTS	200.00
206C-101	REMOVING CONCRETE DRIVEWAY (INCL. SAW CUTTING)	200	SY	10.00	Ten DOLLARS 0 CENTS	2000.00
206C-201	REMOVING ASPHALT PAVEMENT (INCL. SAW CUTTING ALL DEPTHS)	100	SY	10.00	Ten DOLLARS 0 CENTS	1,000.00
206D-001	REMOVING GUTTER (INCL. SAW CUTTING) (ALL TYPES)	75	LF	10.00	Ten DOLLARS 0 CENTS	750.00
206D-002	REMOVING CURB (INCL. SAW CUTTING) (ALL TYPES)	200	LF	10.00	Ten DOLLARS 0 CENTS	2000.00
206D-003	REMOVING CURB AND GUTTER (INCL. SAW CUTTING) (ALL TYPES)	150	LF	10.00	Ten DOLLARS 0 CENTS	1500.00
206D-022	REMOVING RETAINING WALL	40	LF	20.00	Twenty DOLLARS 0 CENTS	800.00
206E-000	REMOVE & RESET MAILBOXES (ALL TYPES)	20	EA	125.00	One hundred twenty five DOLLARS 0 CENTS	2500.00
210A-005	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	180	CY	25.00	Twenty Five DOLLARS 0 CENTS	4500.00
210D-001	BORROW EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	100	CY	25.00	Twenty Five DOLLARS 0 CENTS	2500.00

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	75	SY	20. ⁰⁰	Twenty DOLLARS CENTS	1500. ⁰⁰
408A-051	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 1.0" THICK)	150	SY	12. ⁰⁰	Twelve DOLLARS CENTS	1,800. ⁰⁰
429A-277	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)	50	Ton	200. ⁰⁰	Two Hundred DOLLARS CENTS	10,000. ⁰⁰
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	20	Ton	30. ⁰⁰	Thirty DOLLARS CENTS	600. ⁰⁰
502A-000	#4 REBAR	20	LBS	10. ⁰⁰	Ten DOLLARS CENTS	200. ⁰⁰
517J-001	RELOCATE EXISTING SIGN	20	EA	200. ⁰⁰	Two Hundred DOLLARS CENTS	4000. ⁰⁰
529A-016	RETAINING WALL (6" WIDE, 18"-36" TALL)	40	SF	50. ⁰⁰	Fifty DOLLARS CENTS	2000. ⁰⁰
529A-035	REPAIR STONE MASONRY OR CONCRETE RETAINING WALL UP TO 36" HIGH	40	SF	50. ⁰⁰	Fifty DOLLARS CENTS	2000. ⁰⁰
600A-000	MOBILIZATION (ONCE PER DISTRICT)	7	EA	500. ⁰⁰	Five Hundred DOLLARS CENTS	3500. ⁰⁰
614A-000	SLOPE PAVING	40	CY	200. ⁰⁰	Two Hundred DOLLARS CENTS	8000. ⁰⁰
618A-000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	4,450	SY	69. ⁰⁰	Sixty nine DOLLARS CENTS	307,050. ⁰⁰
618A-001	CONCRETE SIDEWALK, 6" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	150	SY	75. ⁰⁰	Seventy Five DOLLARS CENTS	11,250. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A-002	PEA GRAVEL BEDDING, 4" THICK	30	SY	5. ⁰⁰	Five DOLLARS 0 CENTS	150. ⁰⁰
618A-003	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB ONE SIDE, 4" TO 6" MAX CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	40	SY	68. ⁰⁰	Sixty eight DOLLARS 0 CENTS	2720. ⁰⁰
618A-004	Concrete Sidewalk, 4" Thick with Header Curb Both Sides, 4" to 6" Curb Height (Incl. Excavation) (Width Varies)	40	SY	70. ⁰⁰	Seventy DOLLARS 0 CENTS	2800. ⁰⁰
618A-005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	50	SY	75. ⁰⁰	Seventy Five DOLLARS 0 CENTS	3750. ⁰⁰
618B-002	CONCRETE DRIVEWAY, 5" THICK (WIDTH VARIES)	175	SY	75. ⁰⁰	Seventy Five DOLLARS 0 CENTS	13,125. ⁰⁰
618D-001	HANDICAP RAMP (ALL TYPES) (INCL EXCAVATION)	100	EA	1,000. ⁰⁰	One Thousand DOLLARS 0 CENTS	100,000. ⁰⁰
618E-001	TRUNCATED DOME INSERT, NEW CONSTRUCTION	100	EA	225. ⁰⁰	Two hundred twenty Five DOLLARS 0 CENTS	22,500. ⁰⁰
618E-002	MODIFIED TRUNCATED DOME INSERT, NEW CONSTRUCTION	20	EA	300. ⁰⁰	three hundred DOLLARS 0 CENTS	6000. ⁰⁰
618E-003	TRUNCATED DOME INSERT, EXISTING RAMP	20	EA	300. ⁰⁰	three hundred DOLLARS 0 CENTS	6000. ⁰⁰
618E-004	TRUNCATED DOME INSERT MODIFIED, EXISTING RAMP	15	EA	400. ⁰⁰	Four hundred DOLLARS 0 CENTS	6000. ⁰⁰
620A-000	MINOR STRUCTURE CONCRETE	30	CY	200. ⁰⁰	Two hundred DOLLARS 0 CENTS	6000. ⁰⁰
622A-000	MANHOLE COVER/FRAME RESET	10	EA	100. ⁰⁰	One hundred DOLLARS 0 CENTS	1,000. ⁰⁰
623A-000	CONCRETE GUTTER (ALL TYPES)	100	LF	33. ⁰⁰	Thirty three DOLLARS 0 CENTS	3,300. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623B-000	CONCRETE CURB (ALL TYPES)	300	LF	35. ⁰⁰	Thirty Five <u>0</u> DOLLARS CENTS	10,500. ⁰⁰
623B-123	CONCRETE HEADER CURB, 6" WIDE 18" HIGH	100	LF	33. ⁰⁰	Thirty Three <u>0</u> DOLLARS CENTS	3300. ⁰⁰
623B-124	CONCRETE HEADER CURB, 4" WIDE AND 12" HIGH	150	LF	33. ⁰⁰	Thirty Three <u>0</u> DOLLARS CENTS	4950. ⁰⁰
623B-125	HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCL. CUTTING AND FITTING)	25	LF	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1250. ⁰⁰
623B-126	REMOVAL AND RE-INSTALLATION OF GRANITE CURB (INCL. CUTTING AND FITTING)	25	LF	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1250. ⁰⁰
623B-127	REMOVAL AND RE-INSTALLATION OF SLATE TILES	30	SF	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1500. ⁰⁰
623C-003	COMBINATION CURB & GUTTER (ALL TYPES)	250	LF	39. ⁰⁰	Thirty nine <u>0</u> DOLLARS CENTS	9750. ⁰⁰
623F-000	HAULING FROM CITY STOCK PILE AND INSTALLING BRICK PAVERS	50	SY	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	2500. ⁰⁰
623F-001	REMOVAL AND RE-INSTALLATION OF BRICK PAVERS	50	SY	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	2500. ⁰⁰
623F-002	NEW BRICK PAVERS (INCL. INSTALLATION)	50	SY	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	2500. ⁰⁰
637A-001	FENCE RESET (ALL TYPES)	75	LF	15. ⁰⁰	Fifteen <u>0</u> DOLLARS CENTS	1125. ⁰⁰
640M-000	ELECTRICAL HANDHOLD ADJUSTMENT TO NEW GRADE AND SLOPE. MAX VERTICAL ADJUSTMENT 6 INCHES	30	EA	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1500. ⁰⁰
640M-001	ELECTRICAL MANHOLE ADJUSTMENT TO NEW GRADE AND SLOPE. MAX VERTICAL ADJUSTMENT 6 INCHES	30	EA	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1500. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
641V-001	ADJUST WATER METER AND BOX TO GRADE	60	EA	100. ⁰⁰	<u>one hundred</u> DOLLARS <u>0</u> CENTS	6000. ⁰⁰
641V-002	ADJUST WATER VALVE TO GRADE	50	EA	100. ⁰⁰	<u>one hundred</u> DOLLARS <u>0</u> CENTS	5000. ⁰⁰
641V-003	EXISTING IRRIGATION SYSTEM REPAIR	200	LF	35. ⁰⁰	<u>thirty five</u> DOLLARS <u>0</u> CENTS	7000. ⁰⁰
650A-000	TOPSOIL, 4" COMPACTED THICKNESS	300	CY	20. ⁰⁰	<u>twenty</u> DOLLARS <u>0</u> CENTS	6000. ⁰⁰
654A-001	SOLID SODDING (MATCH IN KIND)	400	SY	15. ⁰⁰	<u>Fifteen</u> DOLLARS <u>0</u> CENTS	6000. ⁰⁰
656A-010	MULCHING	5	Acre	250. ⁰⁰	<u>Two hundred</u> DOLLARS <u>Fifty</u> CENTS	1250. ⁰⁰
663C-000	TREE PROTECTION FENCING	100	LF	1.50	<u>one</u> DOLLARS <u>Fifty</u> CENTS	150. ⁰⁰
665A-000	TEMPORARY SEEDING	5	Acre	500. ⁰⁰	<u>Five hundred</u> DOLLARS <u>0</u> CENTS	2500. ⁰⁰
665B-000	TEMPORARY MULCHING	5	Acre	500. ⁰⁰	<u>Five hundred</u> DOLLARS <u>0</u> CENTS	2500. ⁰⁰
665E-000	POLYETHYLENE	500	SY	15. ⁰⁰	<u>Fifteen</u> DOLLARS <u>0</u> CENTS	7500. ⁰⁰
665F-000	HAY BALES	50	EA	5. ⁰⁰	<u>Five</u> DOLLARS <u>0</u> CENTS	250. ⁰⁰
665G-000	SAND BAGS	50	EA	5. ⁰⁰	<u>Five</u> DOLLARS <u>0</u> CENTS	250. ⁰⁰
665J-002	Silt Fence	400	LF	3. ⁰⁰	<u>three</u> DOLLARS <u>0</u> CENTS	1200. ⁰⁰
665O-000	SILT FENCE REMOVAL	400	LF	1.00	<u>one</u> DOLLARS <u>0</u> CENTS	400. ⁰⁰
665Q-000	WATTLE	300	LF	15. ⁰⁰	<u>Fifteen</u> DOLLARS <u>0</u> CENTS	4500. ⁰⁰
674A-000	CONSTRUCTION SAFETY FENCE	300	LF	2. ⁰⁰	<u>two</u> DOLLARS <u>0</u> CENTS	600. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
690A-000	PROJECT SIGN	4	EA	750. ⁰⁰	Seven hundred <u>0</u> Fifty DOLLARS CENTS	3000. ⁰⁰
701J-250	PAINTED TRAFFIC STRIPE/MARKINGS/LEGENDS (ALL COLORS/ALL TYPES) (AREA PLACED)	50	SF	10. ⁰⁰	Ten <u>0</u> DOLLARS CENTS	500. ⁰⁰
703C-000	REMOVAL OF EXISTING TRAFFIC CONTROL STRIPE/MARKINGS/LEGENDS (ALL COLORS/ALL TYPES)	50	SF	15. ⁰⁰	Fifteen <u>0</u> DOLLARS CENTS	750. ⁰⁰
730H-001	LOOP WIRE	40	LF	25. ⁰⁰	twenty five <u>0</u> DOLLARS CENTS	1,000. ⁰⁰
740A-000	TRAFFIC CONTROL MINOR PER SITE	16	EA	1250. ⁰⁰	twelve hundred <u>0</u> fifty DOLLARS CENTS	20,000. ⁰⁰
740A-001	TRAFFIC CONTROL MODERATE PER SITE	5	EA	1500. ⁰⁰	Fifteen hundred <u>0</u> DOLLARS CENTS	7500. ⁰⁰
740A-002	TRAFFIC CONTROL HEAVY PER SITE	5	EA	2500. ⁰⁰	twenty five <u>0</u> hundred DOLLARS CENTS	12500. ⁰⁰
742A-000	VARIABLE MESSAGE BOARD	1	Day	250. ⁰⁰	two hundred fifty <u>0</u> DOLLARS CENTS	250. ⁰⁰
742A-001	VARIABLE MESSAGE BOARD	1	Week	1500. ⁰⁰	Fifteen <u>0</u> DOLLARS CENTS	1500. ⁰⁰
742A-002	VARIABLE MESSAGE BOARD	1	Month	2000. ⁰⁰	two thousand <u>0</u> DOLLARS CENTS	2,000. ⁰⁰
999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	\$15,000.00	FIFTEEN THOUSAND DOLLARS NO CENTS	\$15,000.00
				TOTAL BASE BID	745,920. ⁰⁰	

ADDENDUM 1

Base Bid

Total (All items listed in Proposal) \$ 745,920.⁰²

Written in words Seven hundred forty five thousand nine hundred -
twenty dollars

Number of working days to complete will be specified in each individual task order.

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. Box 70211
Mobile, AL. 36607

By Chris BREWER CONTRACTING, INC.

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President
C.S. BREWER
Print

Secretary

Print

Treasurer

Print

Business Address P.O. Box 70211
MOBILE, AL. 36607

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST Deborah Daryl
Secretary

40677 AL
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
3025 Dial Street Mobile, AL 36612 (PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(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 **2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE, City of Mobile Project No. 2024-3005-14.**

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, Scaled and Delivered July 24, 2024 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By:  (SEAL)

 Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AL#0453430

Alabama Resident Agent By 
Attorney-in-Fact & AL Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

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

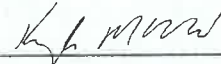
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



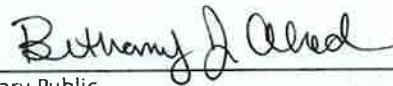

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of July, 2024.




Kyle P. McDonald, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc.
PO Box 70211 Mobile, AL 36607 as Principal and Granite Re, Inc.

14001 Quailbrook Drive Oklahoma City, OK 73134 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 Obligee, in the penal sum of Seven Hundred Forty Five Thousand Nine Hundred Twenty and 00/100 Dollars (\$ 745,920.00) 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.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated _____, 20 24 (hereinafter called the Contract) for 2024 City Wide CIP Sidewalk Repair & Maintenance 2024-3005-14 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the 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.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(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 _____ day of _____
20 24.

Individual Principals sign here

In the presence of:

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer

(Signature)

C.S. Brewer

(Print)

ITS: President

(Title)

ATTEST:

Heather Darby

(Signature)

Heather Darby (Print)

ITS: _____

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: Francis Ware

(Signature)

Francis Ware

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

Christy Hicks

(Signature)

Christy Hicks (Print)

ITS: Account Manager

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

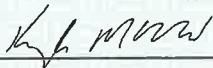
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Assistant Secretary

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

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





Notary Public

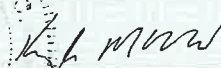
GRANITE RE, INC.
Certificate

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

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

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





Kyle P. McDonald, Assistant Secretary

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc. PO Box 70211 Mobile, AL 36607

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134

(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 Seven Hundred Forty Five Thousand Nine Hundred Twenty and 00/100 dollars (\$ 745,920.00), 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 2024, entered into a Contract with the Owner for 2024 City Wide CIP Sidewalk Repair & Maintenance which agreement is by reference made a part hereof. Project No 2024-3005-14

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 _____ day of _____
2024.

In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer
(Signature)

C.S Brewer
(Print)

ITS: President
(Title)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: _____
(Title)

(Surety sign here) (Corporate name)
Granite Re, Inc.

BY: Francis Ware
(Signature)

Francis Ware
(Print)

ITS: Attorney-in-Fact
(Title)

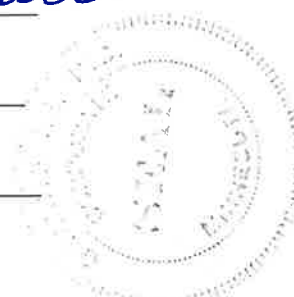
ATTEST:

Christy Hicks
(Signature)

Christy Hicks (Print)

ITS: Account Manager
(Title)

Corporate Seal



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

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

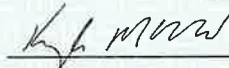
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



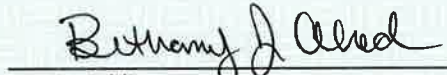

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

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




Kyle P. McDonald, Assistant Secretary

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 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 receipt by Contractor. 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 in the contract documents are approximate. The Contractor will be paid only for the amount of each item used 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. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Items 740 Traffic Control. The Contractor shall restore 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.
26. Contactor 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. bb.
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. OMIT
41. Any damage to private property beyond the limits required to install the 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. OMIT

46. The Contractor shall provide, install and maintain all necessary temporary erosion control measures. 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. OMIT
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

ADDENDUM 1

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. OMIT.
57. OMIT.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will coordinate this effort with the 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. OMIT.
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 429A 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.
66. Concrete joints may be troweled or saw cut. Joints must be installed within 24 hours of concrete pour.

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 Chris Brewer Contracting, Inc. 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 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

Project No: 2024-3005-14

Project Description: Sidewalk construction and related work

Major work items include: Concrete sidewalk demolition and construction

City of Mobile Project Number **2024-3005-14**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 926,724.66) 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, standard specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, task orders, 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) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

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 ensure 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.

TASKORDERS:

(22) The amount and location(s) of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, cost change to be paid to or deducted from the CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

(23) 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 the Task Order, 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.

TERM/DURATION/FUNDING:

(24) The term/duration of the Contract shall be three years from the effective date of execution of the Contract. The CONTRACTOR understands that work for years 2 and 3 of this contract is contingent on future funding approved by the City of Mobile City Council. Only the funding for the first year is currently available. This 3-year Contract will be for a Not to Exceed Amount of \$6,000,000.00. The yearly breakdown will be as shown below.

Year One (2024): Not to exceed	\$ 950,000.00
Year Two (2025): Not to exceed	\$ 4,050,000.00
<u>Year Three (2026): Not to exceed</u>	<u>\$ 1,000,000.00</u>
Total Contract Value Not to exceed:	\$ 6,000,000.00

This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may remain in effect each year, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funding for similar work throughout the term period.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending, in accordance with the terms and conditions of such Task Order(s). In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

(25) 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:

(26) Upon the final completion of each year's 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 yearly semi-final estimate of all work performed and materials furnished. A YEARLY FINAL estimate, containing only the retainage due to the CONTRACTOR for that year, 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 yearly final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the YEARLY FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

For Acceptance of the Completed Work:

- 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 of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- 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 YEARLY FINAL ESTIMATE shall be made to the Contractor.

In Preparation of the Proposed Work:

- The Contractor must provide a new Performance Bond and a new Labor and Materials Bond for the value of the work for the upcoming year.
- The Contractor must provide a new City of Mobile DBE Utilization Report for the upcoming year
- The Contractor must provide evidence of continued insurance coverage as required by the contract.

Prior to issuance of the LAST YEARLY FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the documents listed above for contract closeout as well as 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.

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

(28) 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:

(29) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(30) 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:

(31) 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:

(32) 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-BUILDER:

(33) 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.

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY OF MOBILE
Engineering Dept
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Lambeth, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

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.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Amendment and Waiver: This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different

breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

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.

ATTEST:

BY: _____

CITY CLERK

(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

CHRIS BREWER CONTRACTING, INC.

CONTRACTOR: (IF CORPORATION)

Chris Brewer Contracting Inc (Print)

BY: C.B. Brewer

ITS PRESIDENT

C.B. BREWER (Print)

ATTEST:

Heather Darby
ITS SECRETARY

Heather Darby (Print)

7/24/24

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Chris Brewer, whose name is signed to the foregoing instrument in the capacity of President of Chris Brewer Contracting Inc. 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 22nd day of August, 2024.

Randall Hurd Carter

NOTARY PUBLIC My Commission Expires:

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

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. OMIT

6. 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.

7. 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. The color shall be Colonial Red, Federal

Color Number 20109, or approved equal, throughout the City, and Grey in the Springhill Area. Truncated Domes shall span across the width of the entire ramp from edge to edge. Domes shall be 24" wide with a length of 48" or 60". Length of truncated dome shall be dependent on sidewalk width. It 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 G.

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. OMIT

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”
TASK ORDER FORM

TASK ORDER NUMBER: _____
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE
2024-3005-14

Contract No. _____

This Task Order is made this the ____ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ____ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is 2024-3005-14. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.
2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.
3. The number of working days to complete this task order will be _____.

CITY

Signature

Name (Printed or Typed)

Date

CONTRACTOR

C.S. Brewer
Signature

(SEAL)

C.S. BREWER
Name (Printed or Typed)

8.15.24
Date

ATTACHMENT “B”
CHANGE ORDER FORM

CHANGE ORDER: _____
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE
2024-3005-14

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ (“Agreement”) between the City of Mobile (“City”) and _____ (“Contractor”), this Change Order modifies the Agreement as follows:

1. Change in Services: _____

_____.
2. Change in time of Performance (attach schedule if appropriate): _____
_____.
3. Change in Contractor’s Compensation (if applicable): _____
_____.

All other terms and conditions remain unchanged.

CITY

CONTRACTOR

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

ATTACHMENT “C”

CONTRACTOR’S INSURANCE CERTIFICATES

STATE OF ALABAMA

BID LIMIT: U AMOUNT: UNLIMITED
LICENSE NO.: 40677
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until November 30, 2024 when this Certificate expires.
Witness our hands and seal of the Board, dated Montgomery, Ala.,

201580

27th day of November, 2023
SECRETARY-TREASURER

CHAIRMAN

Michael B. Tew

Charles A. Carle-Ha



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2024

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
Palomar Insurance Corp.
Palomar Insurance Corporation
P.O. Box 240849
Montgomery AL 36124

CONTACT NAME: Allison Strouse

PHONE (A/C, No, Ext): 334-409-3146

FAX (A/C, No): 334-271-0499

E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : AlaComp

INSURER B : Midwest Employers Casualty Co.

23612

INSURER C : Pennsylvania National Mutual Casualty

14990

INSURER D : Penn National Security Insurance Co

32441

INSURER E : Colony Specialty Insurance Company

36927

INSURER F :

INSURED
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

CHRIBREWCON

COVERAGES

CERTIFICATE NUMBER: 461423540

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GY92014239	2/15/2024	2/15/2025	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 - COM/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Physic ☒ Damage	Y	Y	AX92014239	2/15/2024	2/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HPD Deductible \$ 500
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			UL92014239	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	15491000 PEAL155000	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equip Cargo			IM2579530	2/15/2024	2/15/2025	Limit 250,000 Limit 50,000 Ded 2,500 Ded 1,000

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

RE: 2024 City Wide CIP Sidewalk Repairs & Maintenance.

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability, and Umbrella Liability. All policies, except for Workers Compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers Liability. 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 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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DATE (MM/DD/YYYY)

7/17/2024

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Palomar Insurance Corporation
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Montgomery AL 36124

CONTACT NAME: Allison Strouse
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Mobile AL 36607

CHRIBREWCON

COVERAGES

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EXCLUSIONS AND CONDITIONS OF COVERAGE										LIMITS AND DEDUCTIBLES										
INSR LTR		TYPE OF INSURANCE				ADDL INSD		SUBR WVD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)		LIMITS				
D	X	COMMERCIAL GENERAL LIABILITY				Y	Y	GY92014239	2/15/2024	2/15/2025	EACH OCCURRENCE				\$ 1,000,000					
		CLAIMS-MADE ☒ OCCUR									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					
GEN'L AGGREGATE LIMIT APPLIES PER:														\$						
		POLICY		☐ PROJECT		☐ LOC								\$						
OTHER:																				
D	X	AUTOMOBILE LIABILITY				Y	Y	AX92014239	2/15/2024	2/15/2025	COMBINED SINGLE LIMIT (Ea accident)				\$ 1,000,000					
		ANY AUTO									BODILY INJURY (Per person)				\$					
		OWNED AUTOS ONLY		☐ SCHEDULED AUTOS							BODILY INJURY (Per accident)				\$					
		HIRED AUTOS ONLY		☐ NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)				\$					
		X		Hired Physic							X		Damage		HPD Deductible				\$ 500	
C	X	UMBRELLA LIAB		X				UL92014239	2/15/2024	2/15/2025	EACH OCCURRENCE		\$ 5,000,000							
		EXCESS LIAB		☐ CLAIMS-MADE							AGGREGATE		\$ 5,000,000							
													\$							
		DED		RETENTION \$																
A B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y	N/A	15491000 PEAL155000	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X		PER STATUTE		OTH-ER					
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT		\$ 1,000,000							
		If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000							
											E.L. DISEASE - POLICY LIMIT		\$ 1,000,000							
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AUTHORIZED REPRESENTATIVE

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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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PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ATTACHMENT “D”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archimede.kidd@cityofmobile.org

251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting Inc.
Address	3025 Dial Street Mobile, AL 36612 P.O. Box 70211 Mobile, AL 36607
Telephone	251-456-7270
E-Mail	Chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	2024-3005-14
Project Description	2024 City Mdgy-CIP sidewalk Repairs & maintenance
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐
Total # of Employees	20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Brewer
Signature: [Signature] Date: 7/24/24
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: Heather Darby Title: Bookkeeper
Email: Accounting@chrisbrewercontracting.com 251-456-7270
Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Please Print Company Chris Brewer Contracting, Inc. Your Bid/Proposal Amount \$ 745,920.

7	24	2024	Description	2024 City wide CIP Sidewalks Repairs & maintenance

Name of Bidder/Proposer: Chris Brewer

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

[illegible]Page 3 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting Inc.

Contact Person: Chris Brewer

Phone: 251-456-7270

Email: Chris@chrisbrewercontracting.com

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

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



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

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plan's 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: archenique.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	FEB	MARCH	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FINAL
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)						
\$		\$		\$		\$								
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.														
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)									
		\$	\$	\$										
		\$	\$	\$										
		\$	\$	\$										
		\$	\$	\$										
TOTALS		\$	\$	\$										

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title)

(Date)

DBE Utilization Report

ATTACHMENT “E”

**E-VERIFY AFFIDAVIT,
CONTRACTOR’S E-VERIFY INFORMATION,
AND SECRETARY OF STATE RECORD**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Chris Brewer Contracting Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 4989216.

C.B. Brewer
CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 24th day of July, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

Randall Hurd Carter
Signature and Seal of Notary Public

**RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25**

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	
Name (Please Type or Print) Heather Darby	Title Bookkeeper
Signature 	Date July 24, 2024
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:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Whistler AL 36612-1751
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945	e-verify company id 498926						
North American Industry Classification Systems Code:	237							
Parent Company:								
Number of Employees:	20							
Number of Sites Verified or:	1							
Are you verifying for more than one site? No If yes, please provide the number of sites verified for in each State: <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td colspan="3"> </td> </tr> </tbody> </table>			State	Number of sites	Site(s)			
State	Number of sites	Site(s)						

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Heather Darby
Telephone Number:	251-456-7200
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



Alabama Secretary of State



Chris Brewer Contracting, Inc.	
Entity ID Number	000-239-704
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/09/2005
Registered Agent Name	BREWER, CHRISTOPHER S
Registered Office Street Address	116 FRAZER COURT MOBILE, AL 36607
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION/CONTRACTING
Capital Authorized	\$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	HARVEY, J STEPHEN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2005 2006 2007 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/09/2005 Certificate of Formation 8 pgs.

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

ATTACHMENT “F”

**PROJECT CLOSEOUT REQUIREMENTS
& AFFIDAVITS**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-14
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

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

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-14
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

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: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

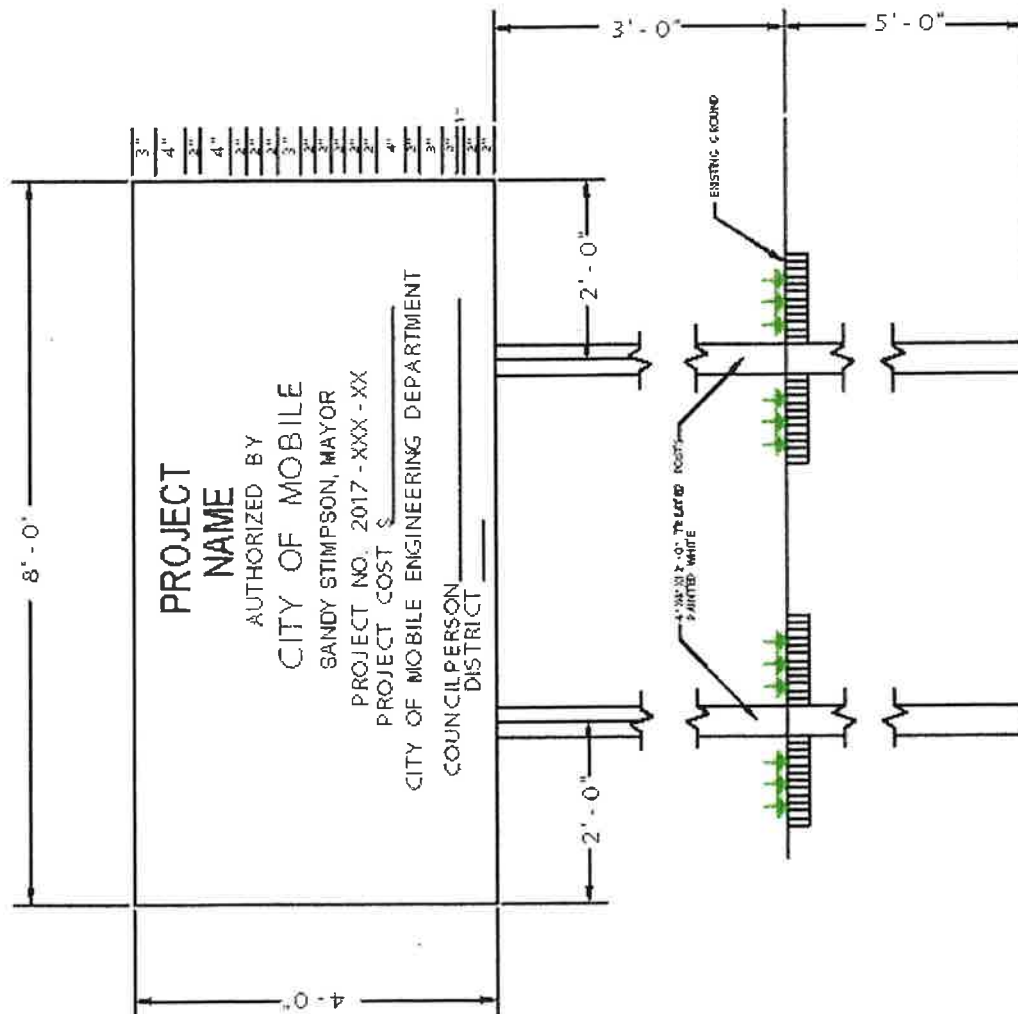
The Contractor shall execute the following requirements as follows:

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 from final payment receipt by Contractor.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.
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 “G”
DETAILS

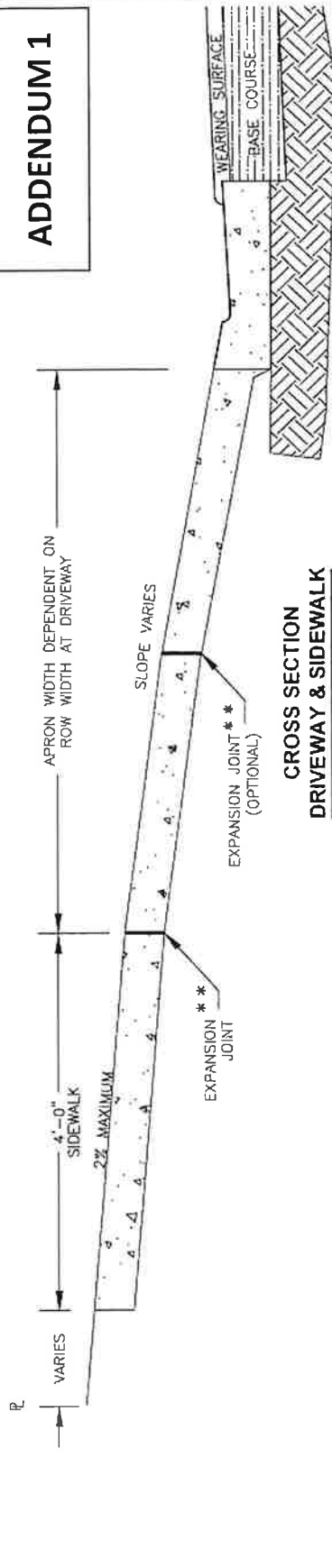
4/6



- 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.

Page 838 of 1143

ADDENDUM 1



MINIMUM *	TYPE
R1	COMMERCIAL
R2	COMMERCIAL
R3	COMMERCIAL
R1	RESIDENTIAL
R2	RESIDENTIAL
R3	RESIDENTIAL
W	COMMERCIAL
W	RESIDENTIAL

* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

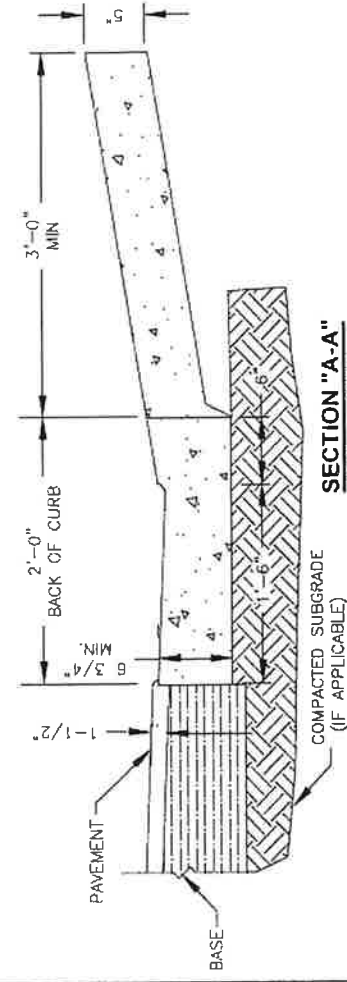
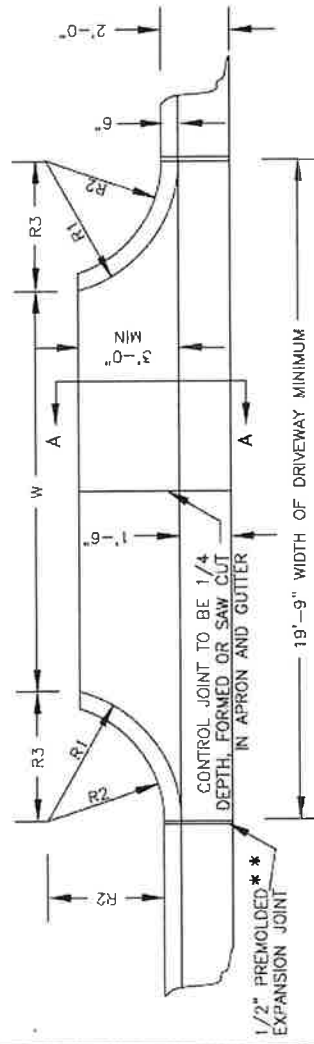
** EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

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.

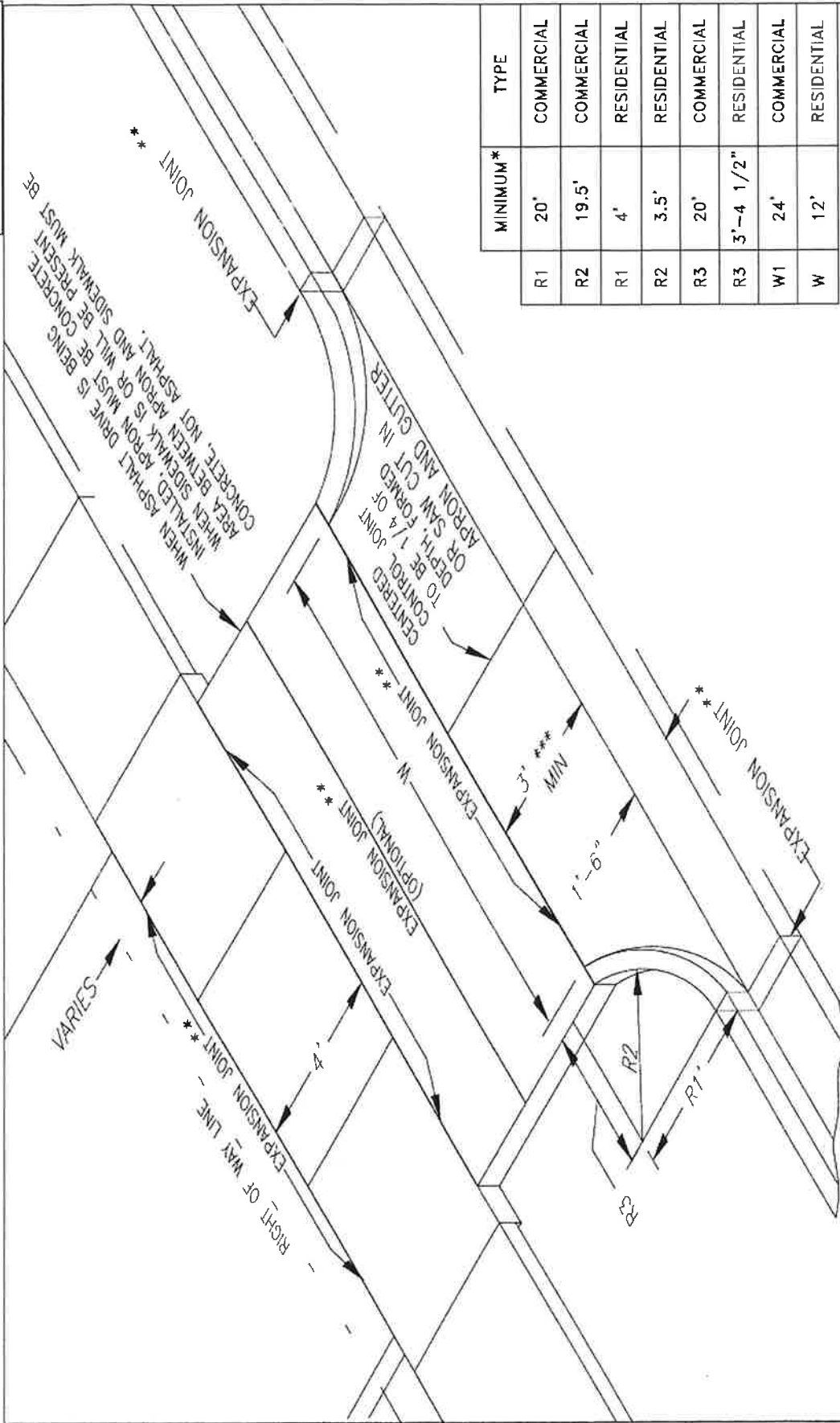
ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.



**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

ADDENDUM 1



	MINIMUM*	TYPE
R1	20"	COMMERCIAL
R2	19.5'	COMMERCIAL
R1	4'	RESIDENTIAL
R2	3.5'	RESIDENTIAL
R3	20"	COMMERCIAL
R3	3'-4 1/2"	RESIDENTIAL
W1	24"	COMMERCIAL
W	12'	RESIDENTIAL

NOTES: CONCRETE APRON AND DRIVEWAY TO BE 5" MIN. THICKNESS. SIDEWALK PANELS THAT ABOUT THE DRIVEWAY TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN.

* 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

*** FOR RESIDENTIAL DRIVEWAY. COMMERCIAL DRIVEWAY
DIMENSION WILL VARY

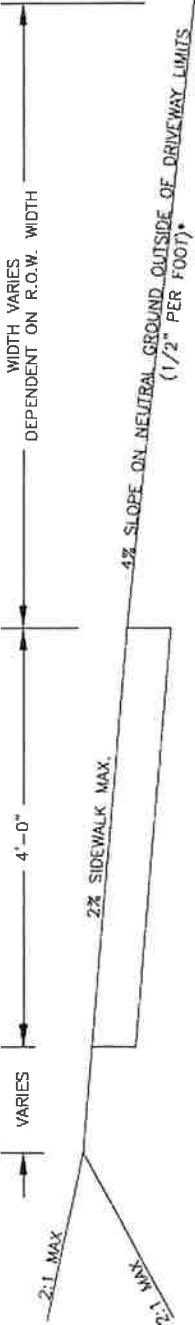


**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

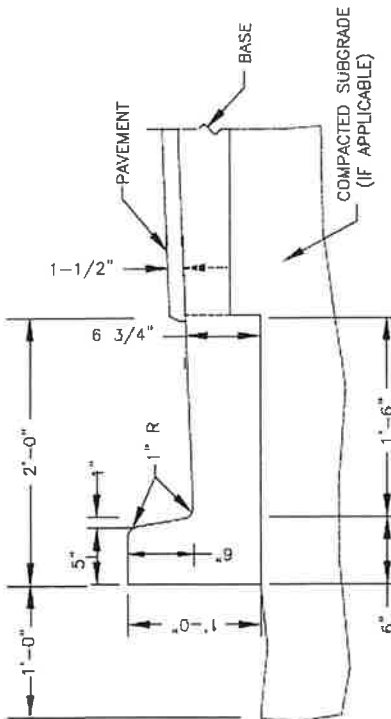
CONCRETE DRIVEWAY DETAIL
FOR ASPHALT ROADWAY
W/CURB & GUTTER STREET

STANDARD DRAWING 3	SHEET 2 OF 2	06-15-2021
--------------------	--------------	------------

ADDENDUM 1



NOT TO SCALE



NOTES:
SIDEWALK PANELS THAT ABUT 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.

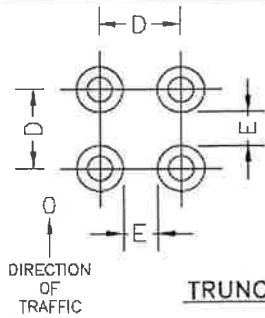
NOT TO SCALE



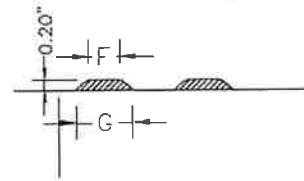
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

NEUTRAL GROUND, C & G,
SIDEWALK DETAILS FOR
ASPHALT ROADWAY W/ C & G

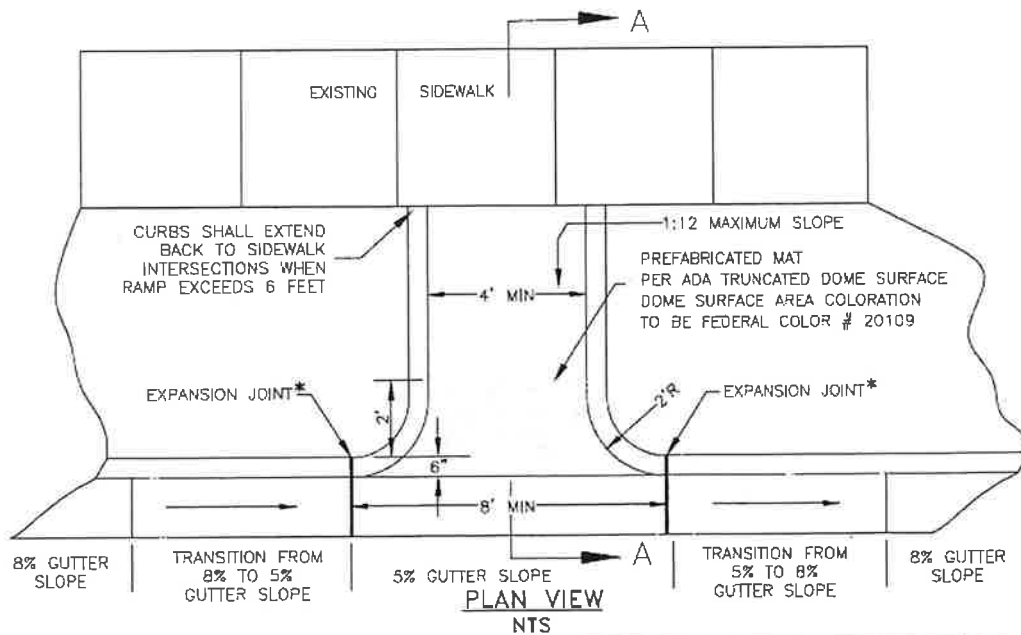
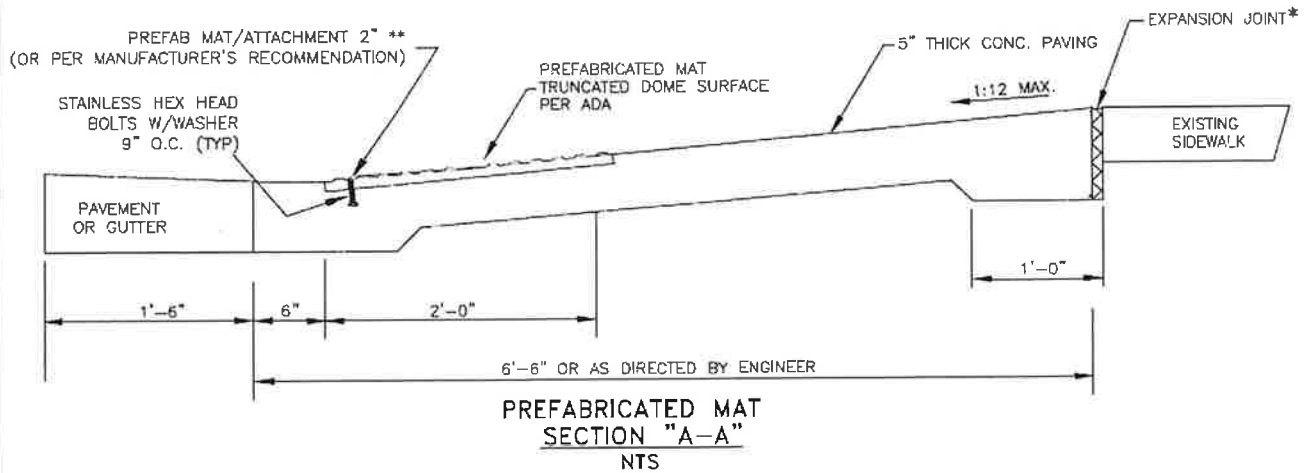
STANDARD DRAWING 4 SHEET 1 OF 1 06-15-2021



	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



TRUNCATED DOME DETECTABLE WARNING 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**

STANDARD DRAWING 7 SHEET 1 OF 2 06-15-2021

ADDENDUM 1

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.

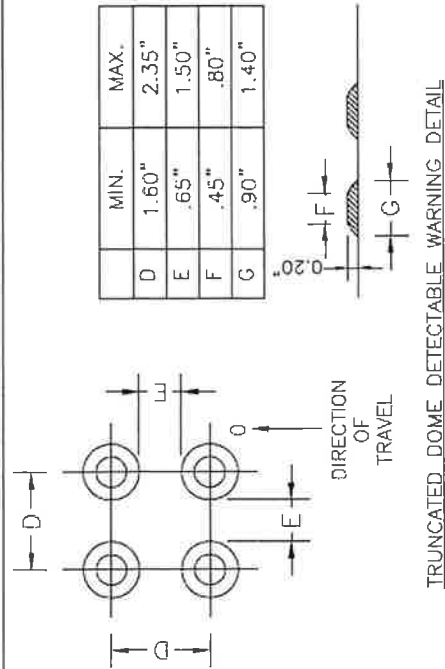
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.

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.

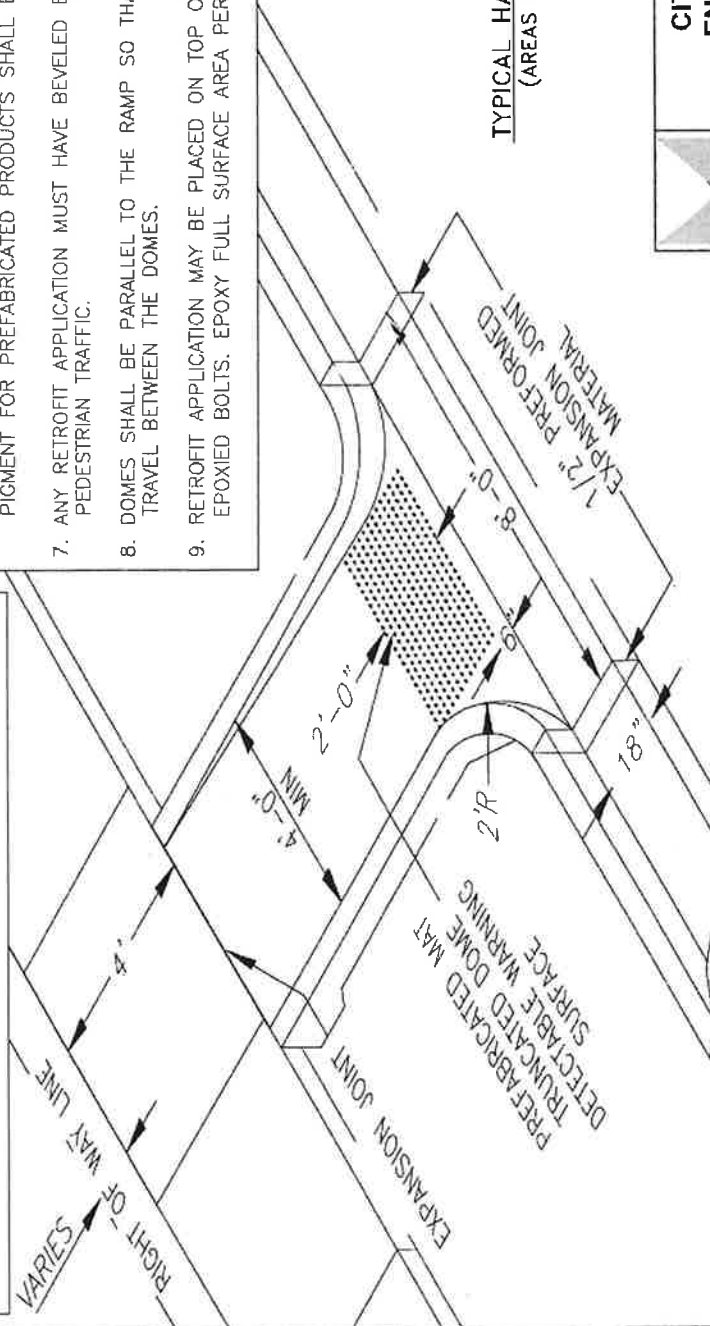
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.

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 EPOXIED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



TRUNCATED DOME DETECTABLE WARNING DETAIL



TYPICAL HANDICAP/CURB RAMP
(AREAS WITH GRASS STRIP)

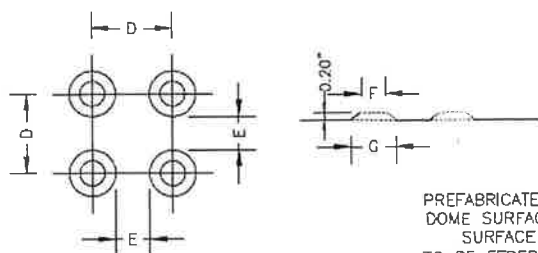
NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED. DOME SURFACE AREA COLORATION TO BE FEDERAL COLOR # 20109



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/GRASS STRIP
ISOMETRIC VIEW

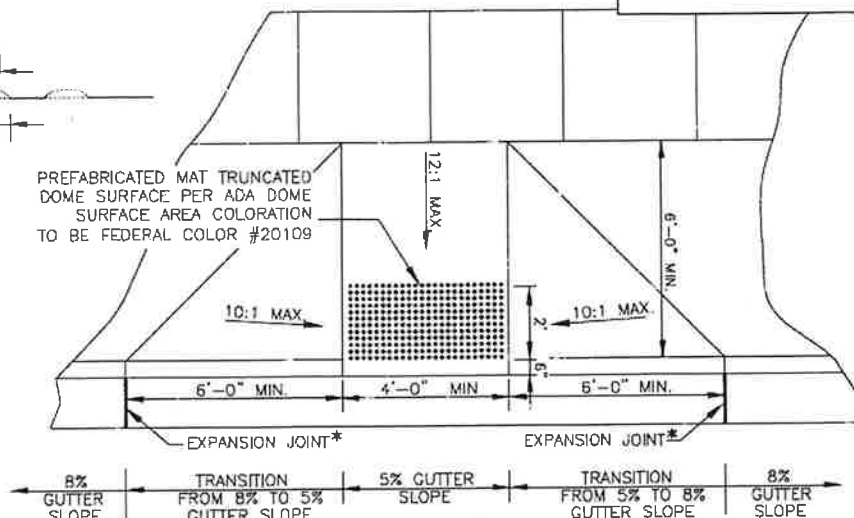
STANDARD DRAWING 7 SHEET 2 OF 2 06-15-2021

ADDENDUM 1

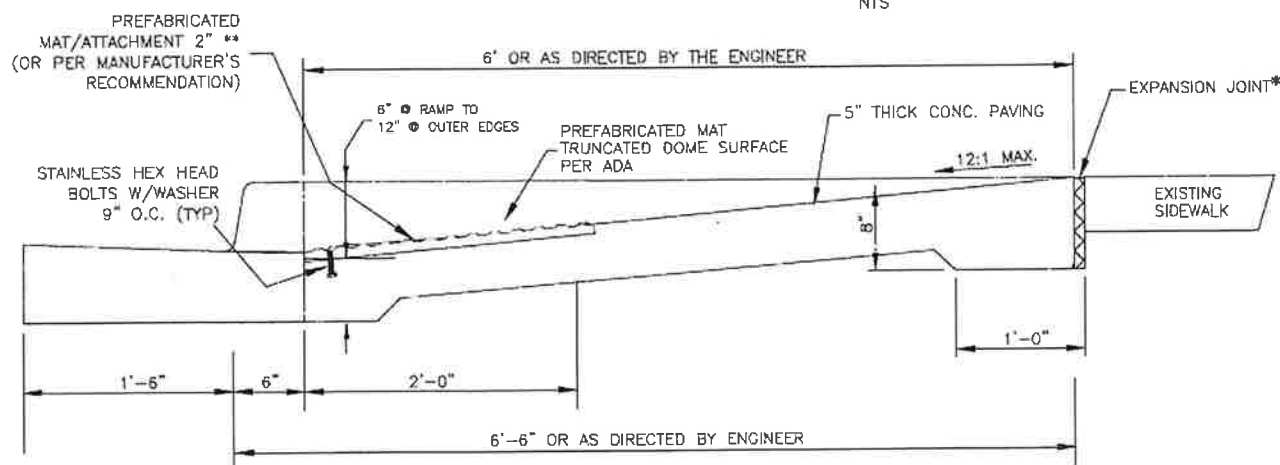


	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

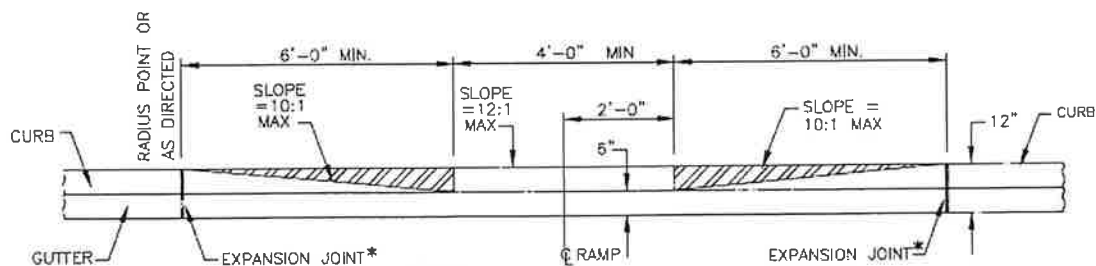
TRUNCATED DOME
SURFACE DETAIL



PLAN VIEW



CROSS SECTION
NTS



NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION
FROM 6" HIGH CURB TO EDGE OF RAMP

CURB LEVEL VIEW
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 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
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ADDENDUM 1

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.

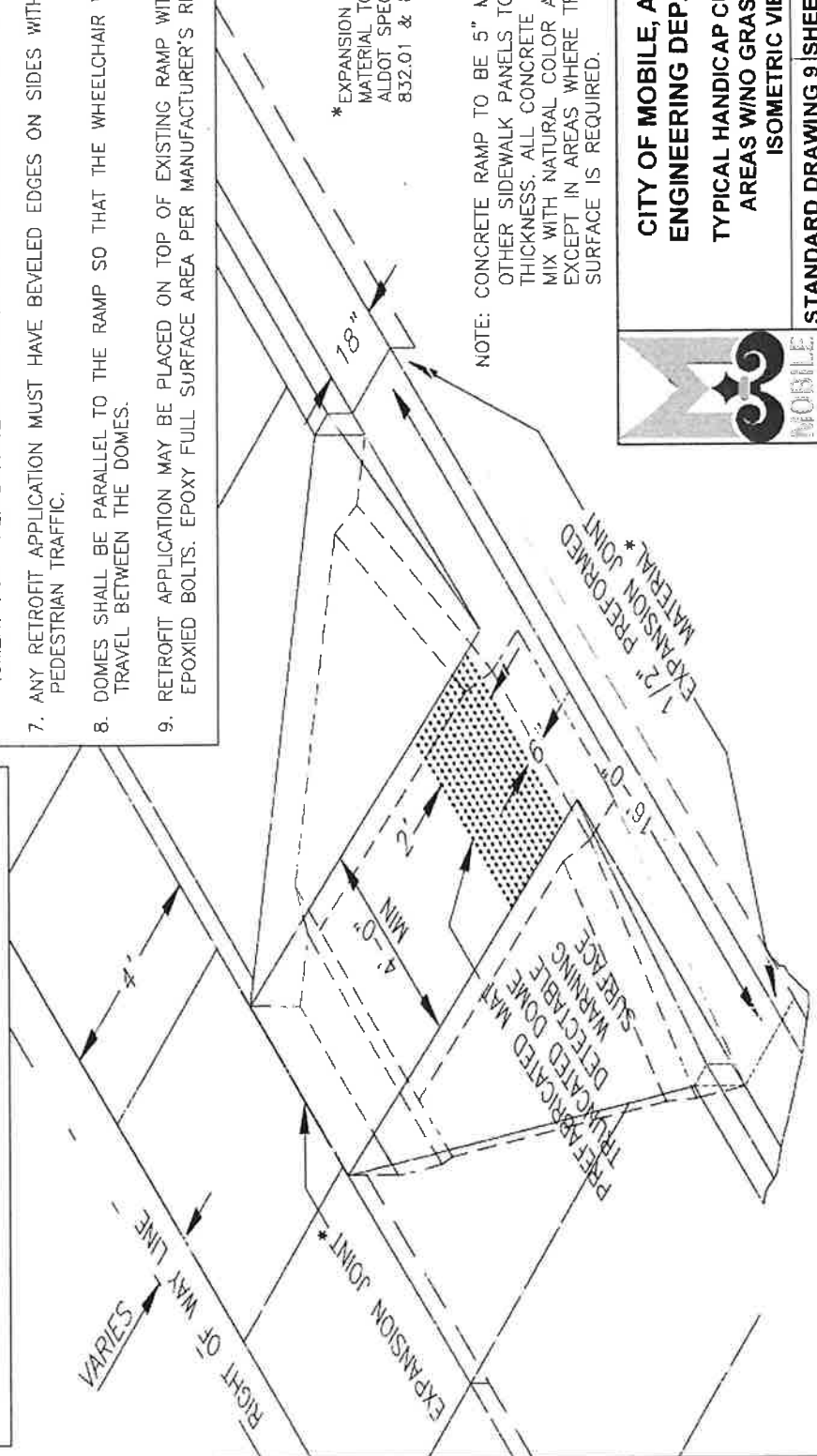
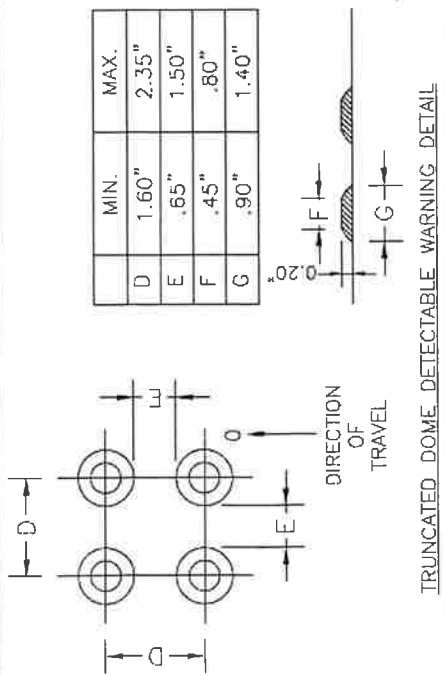
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7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.

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 EPOXIED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP
ISOMETRIC VIEW

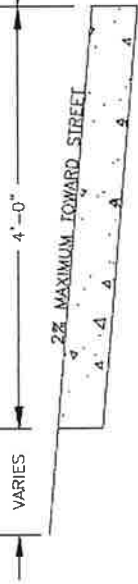
STANDARD DRAWING 9 | SHEET 2 OF 2 | 06-15-2021

ADDENDUM 1

R / R.O.W.

BACK OF CURB,
EDGE OF STREET
OR GUTTER

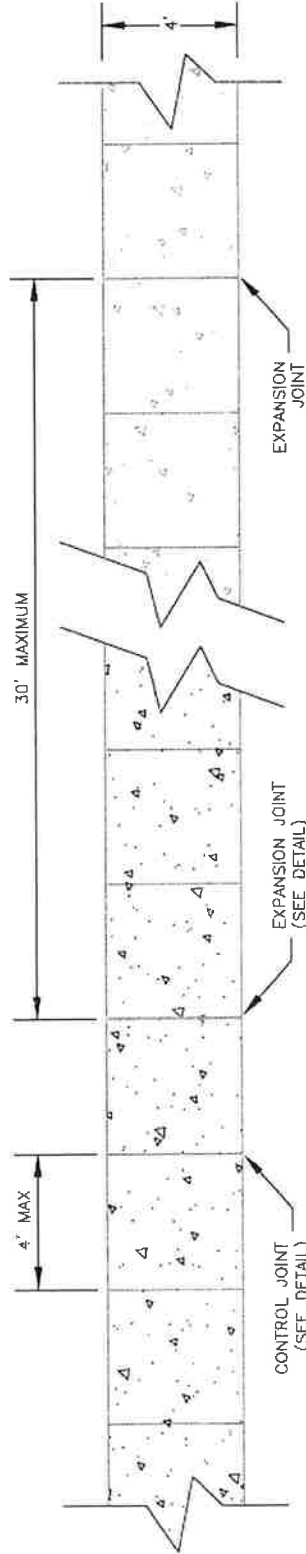
WIDTH DEPENDENT ON ROW WIDTH



SIDEWALK CROSS SECTION

NOT TO SCALE

IF SITE CONDITIONS
PROHIBIT THE USE
OF THESE STANDARDS,
AN ALTERNATIVE MAY
BE SUBMITTED FOR
APPROVAL TO THE
ENGINEERING DEPT.



STANDARD SIDEWALK PLAN DETAIL

NOT TO SCALE

JOINT SEALER**
(OPTIONAL)

JOINT FILLER**

1/2" MIN. WITH
1/8" RADIUS EDGES

3/16" MIN. WITH
1/8" RADIUS EDGES



EXPANSION 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



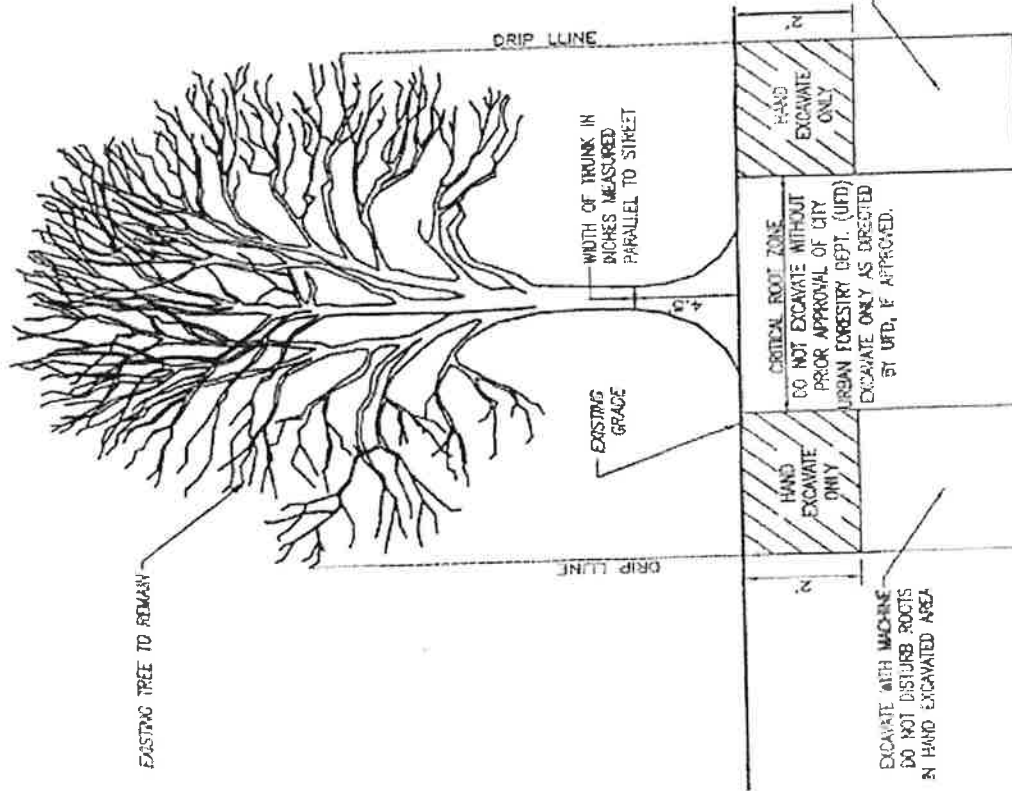
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE SIDEWALK
DETAILS**

STANDARD DRAWING 12 SHEET 1 OF 1 06-15-2021

ADDENDUM 1

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 85 ARTICLE VII 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)288-7928.
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

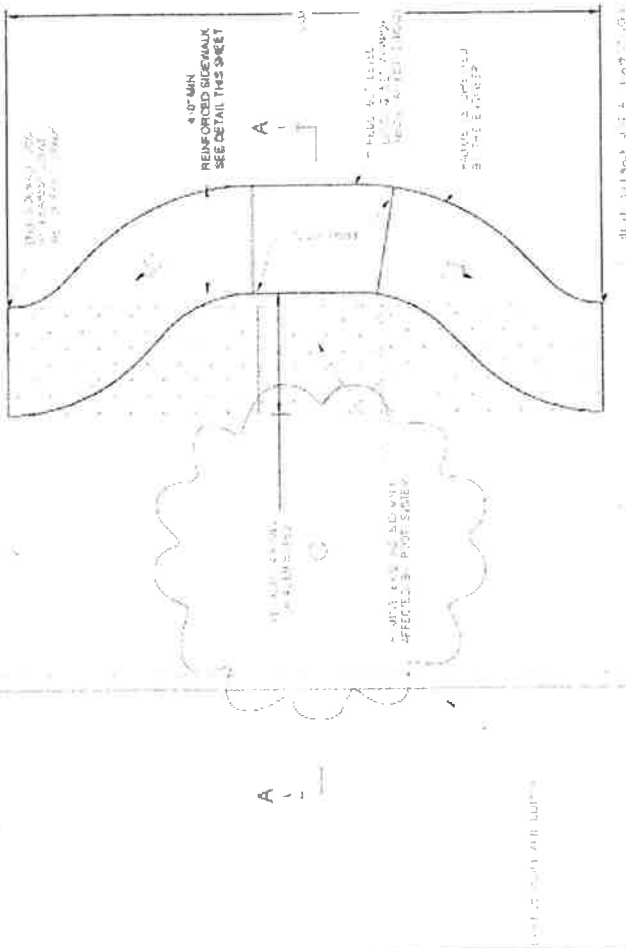


ADDENDUM 1

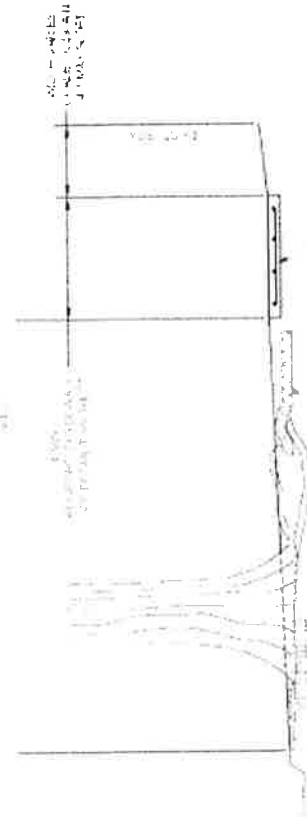
TREE CONSTRUCTION NOTES:

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.

HAICH LEGEND



PLAN VIEW



SECTION A-A

CITY OF MOBILE, ALABAMA ENGINEERING DEPARTMENT

TREE ROOT/SIDEWALK PROTECTION DETAIL (MOVE AWAY FROM ROOTS)

STANDARD DRAWING SHEET 2 OF 3 11-15-2022

ADDENDUM 1

END SIDEWALK RAMP AT NEAREST JOINT. TIE TO EXISTING GRADE. 1/2" EXPOSED ON JOINT REQ.

B

4' 0" MIN. REINFORCED SIDEWALK SEE DETAIL THIS SHEET

A

REQD 60" LEVEL LAND NO SET APPROX 5" MIN ABOVE AFFECTED ROOT SYSTEM

VARIABLES

END SIDEWALK RAMP AT NEAREST JOINT. TIE TO EXISTING GRADE. 1/2" EXPOSED ON JOINT REQ.

B

EXISTING CURB AND GUTTER

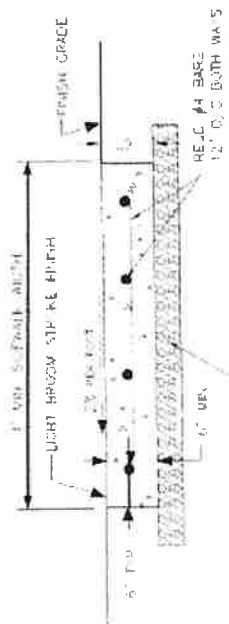
RELOCATE AS DIRECTED WIDTH VARIES

REMOVE EXISTING SIDEWALK AFFECTED BY ROOT SYSTEM

A

PLAN VIEW
N.T.S.

SECTION A-A



6" REINFORCED CONCRETE SECTION DETAIL 2
N.T.S.

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.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

TREE ROOT/SIDEWALK PROTECTION
DETAIL (SIDEWALK ABOVE ROOTS)

STANDARD DRAWING SHEET 3 OF 3 11-15-2022

ATTACHMENT “H”
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.

ADDENDUM 1

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.



ADDENDUM 1**ACCOUNTING OF SALES TAX FORM**To: City of MobileDate: 7.19.24

Name of Project: **2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**
Project Number: **2024-3005-14**

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:**\$ 74,592.00

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 CHRIS BREWER CONTRACTING, INC.Mailing P.O. Box 70211 Mobile, AL. 36607Address P.O. Box 70211 Mobile, AL. 36607*By (Legal Signature) C.S. Brewer*Name (type or print) C.S. BREWER (Seal)*Title PRESIDENTTelephone Number (251) 456-7270

ADDENDUM NO. 1

ADDENDUM NO. 1

2024 CITY WIDE CIP SIDEWALK REPAIRS & MAINTENANCE

CITY OF MOBILE PROJECT NO. 2024-3005-14

BID DATE: JULY 24, 2024

ADDENDUM NO. 1

ISSUED: JULY 19, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

- ✓ 1. **REPLACE ITEM III, PROPOSAL**, IN ITS ENTIRETY WITH THE ATTACHED BID PROPOSAL
- ✓ 2. **REPLACE PAGE 34**, IN ITS ENTIRETY WITH THE REVISED PAGE 34.
- ✓ 3. **REPLACE ATTACHMENT G, SIGN DETAILS**, IN ITS ENTIRETY WITH THE REVISED ATTACHMENT G, DETAILS.
- ✓ 4. **REPLACE ATTACHMENT H, TAX EXEMPTION**, IN ITS ENTIRETY WITH THE REVISED ATTACHMENT H, TAX EXEMPTION.

Note: Pay items and quantities were revised on the Proposal Sheets. Note #66 was added to Page 34. Attachments G and H were updated.

We, as duly authorized representatives of CHRIS BREWER CONTRACTING, INC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

C.S. Brewer
Signature

7.19.24
Date

C.S. BREWER
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: History Museum of Mobile - Chiller Replacement

CAPITAL PROJECT #: G-EECBG24 (20002000-42200)

CONTRACT AMOUNT: \$22,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-013-24

PROJECT DESCRIPTION: Consultant will provide design for removal of existing chiller and installation of new chiller including any adjustments regarding size, power, etc of replacement chiller

VENDOR NAME: Jaguar Consulting, LLC

VENDOR
NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

- Consultant will provide design for removal of existing chiller and installation of new chiller including any adjustments regarding size, power, etc of replacement chiller

Amount of Contract:

\$22,000.00

Funding Source

G-EECBG24 ENERGY EFFICIENCY AND CONSERVATION (20002000-42200)

ATTACHMENTS:

1. agreement contract pack (2) Jaguar MU-013-24

REVIEWERS:

Emma Dean

Cassie Boatwright

Laura Angle

Chris Kern

James Barber



08.15.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "History Museum of Mobile - Chiller Replacement" in the amount of \$ 0.00.

Design for Chiller Replacement at History Museum (this project is Grant funded)

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org or Jennifer Greene at 251-208-7199 or email at jennifer.greene@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

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, an Agreement, 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: Jaguar Consulting, LLC

Project Name: History Museum of Mobile - Chiller Replacement

Project Number: MU-013-24

Amount: \$22,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: History Museum of Mobile - Chiller Replacement

CAPITAL PROJECT #: G-EECBG24 (20002000-42200)

CONTRACT AMOUNT: \$22,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-013-24

PROJECT DESCRIPTION: Consultant will provide design for removal of existing chiller and installation of new chiller including any adjustments regarding size, power, etc of replacement chiller

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VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
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 Consultant: Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

City of Mobile Business License No.: 35251

Secretary of State Registration No.: 001-001-480

For the following Project: History Museum of Mobile- Chiller Replacement
65 Government Street
Mobile, Alabama 36602

Project Number: MU-013-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

- 1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed TWENTY-TWO THOUSAND AND 00/100 DOLLARS (\$22,000.00).
- 1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated July 16th, 2024, respectively.
- 1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.
- 1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

- 2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Jaguar Consulting, LLC
Address: 8658 Capital Drive North
Phone Number: 251-455-9189
Email address: JaguarEngineers@yahoo.com
Name: Christina Marie, P.E.
License No: 35251

3.1 GENERAL REQUIREMENTS

- 3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

- 3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

- 3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional 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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated July 16, 2024.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(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. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to

include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated July 16, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: **Jaguar Consulting, LLC**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Christina Marie, P.E., President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, 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 said corporation on the day the same bears date.

Sworn to and subscribed for me this 23 day of July, 2024.

Sharon Hunnicutt
NOTARY PUBLIC
My Commission Expires: 7/14/2025





July 16, 2024

Mr. Jody Russell
City of Mobile
Architectural Engineering Department
Mobile, AL 36602
(251)208-1083 office
(251)605-4921 cell

Re: Engineering Services Fee Proposal
History Museum of Mobile - Chiller Replacement
City of Mobile Project Number: MU-013-24

We propose to render Professional Engineering Services for the above referenced project. The owner of this project is The City of Mobile.

The project includes the replacement of an existing Chiller.

The City of Mobile total estimated budget for this project is approximately \$313,600.

The preliminary cost estimate for the work to be designed by Jaguar Consulting and Dell Consulting is \$328,174. Specifically, our design will include HVAC Chiller Replacement and electrical power systems to support the new HVAC work. No controls or support equipment not specifically listed are included in the design scope.

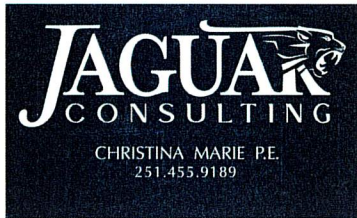
The specific extent of work includes:

1. HVAC
 - a. Replacement of existing Chiller.
2. Electrical
 - a. Power to support replacement of existing Chiller.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below:

100% Construction Documents	\$17,600.00
Construction Administration	\$4,400.00

We propose a lump sum fee of \$22,000.00. Additional services, if authorized, will be charged at our hourly rates which are attached.



We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____
Date: _____

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

Chiller Replacement

Project #MU-008-24

The Consultant will provide design for removal of the existing chiller and installation of new chiller including any adjustments regarding size, power, etc. of replacement chiller.

END OF SCOPE OF WORK



Effective Date: January 1, 2023

HOURLY RATES

<u>Classification</u>	<u>Rate/Hour</u>
Senior Principal/Partner	\$264
Principal/Partner	\$215
Registered Engineer (P.E.)	\$165
Senior Designer – Partner	\$155
Senior Designer	\$120
RCDD	\$132
Engineer (E.T.)	\$103
Engineering Designer	\$94
Drafting	\$81
Clerical	\$66

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

Mobile History Museum
Chiller Replacement (Grant)
Tuesday, July 16, 2024
City of Mobile Project Number: MU-013-24

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MECHANICAL - DIVISION 23				
Common Work Results				
Water chiller	1	Ea.	\$15,160.00	\$15,160.00
Subtotal				\$15,160.00
HVAC Equipment				
Air-Cooled Chiller (100 Ton)	1	Ea.	\$157,500.00	\$157,500.00
Labor	1	Lot	\$47,250.00	\$47,250.00
Subtotal				\$204,750.00
Mechanical Subtotal				\$219,910.00
ELECTRICAL - DIVISION 26				
ELECTRICAL DEMOLITION				
Disconnect and removal of existng power to an existing Chiller.	1	Ea.	\$3,000.00	\$3,000.00
Subtotal				\$3,000.00
ELECTRICAL RENOVATION				
Power to new Chiller.	1	Ea.	\$11,500.00	\$11,500.00
Subtotal				\$11,500.00
Electrical Subtotal				\$14,500.00
MEP Subtotal				\$234,410.00
Contingency/Unknown/Unestimated				\$58,602.50
Overhead and Profit				\$35,161.50
MEP TOTAL				\$328,174.00



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

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

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
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	JAGUAR CONSULTING, LLC
Address	8658 CAPITAL DR. N MOBILE, AL 36685
Telephone	251-455-9189
E-Mail	JAGUARCONSULTING@YAHOO.COM

RFP/RFQ Solicitation Number	
Project Description	NU-613-24 HISTORY MUSEUM CHILDREN REPLACEMENT
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINE MAJURE

Signature: [Signature] Date: 7/28/24

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: _____ Title: _____

Email: _____ Phone: _____



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

FORM 1: Background and Plan (Cont'd)

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

_____/_____/_____ Description _____

Name of Bidder/Proposer: _____

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: _____

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

		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.



JAGUAR CONSULTING LLC	
Entity ID Number	001-001-480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

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



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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 HESTER, THOMAS & ASSOCIATES LLC 851 E I-65 Service Road South Ste 110 Mobile, AL 36606	CONTACT NAME: PHONE (A/C, No, Ext): (251)470-9915 E-MAIL ADDRESS: andy@htains.com FAX (A/C, No): (251)470-9971
INSURED Jaguar Consutling, LLC 8658 Capital Drive N MOBILE, AL 36695	INSURER(S) AFFORDING COVERAGE INSURER A: Wilmington Insurance Company INSURER B: Hiscox Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	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 Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 ☐ 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 ☐ EXCESS LIAB DED ☐ RETENTION \$	Y	Y	Y	Y	XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence \$2,000,000 Aggregate \$2,000,000		

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

Engineering Services: Design and Consulting

City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

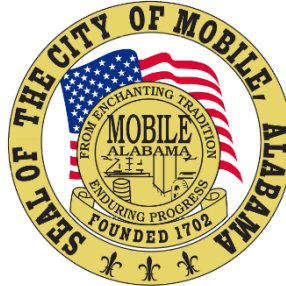
Project Name: History Museum of Mobile - Chiller Replacement - Project Number: MU-013-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO 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



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached is the resolution to accept Amendment #2 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning." The original grant agreement was signed in July, 2020 and Amendment #1 was signed in April, 2023. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop a stormwater manual with resources for use in resiliency planning for in developers and private landowners. This amendment adds \$300,000 RESTORE Act Bucket 3 funds to the award, for a new total of \$3,899,593.00. Additional work will be completed including creation of additional volumes in our manual.

Amount of Contract:

\$300,000

Funding Source

N/A

ATTACHMENTS:

1. Cover_Letter_Amendment2
2. Resolution_Amendment2
3. S1P15_MASM_MASstormWaterMappingResiliency_Amendment Number
2_DraftSubaward_06-04-2024_jrc_rmc
4. S1P15-MASM_MobileAreaStormwaterMapping_AmendmentNumber2_NOA_05-20-
2024_rmc
5. Res 01-403 Stormwater Amend I_ADOPTED RESOLUTION

6. S1P15-

MASM_MobileAreaStormwaterMapping_AmendmentNumber1_Subaward_FullyExecuted_0
5-31-2023_rmc

7. S1P15_MASM_MASstormWaterMappingResiliency_FullyExecutedSubaward_08.10.2020_RMC

REVIEWERS:

Jennifer Greene

Randy Threadgill

Laura Angle

Chris Kern

James Barber



August 28, 2024

Dear Councilmembers:

Attached is the resolution to accept Amendment #2 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning." The original grant agreement was signed in July, 2020 and Amendment #1 was signed in April, 2023. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop a stormwater manual with resources for use in resiliency planning for in developers and private landowners.

This amendment adds \$300,000 RESTORE Act Bucket 3 funds to the award, for a new total of \$3,899,593.00. Additional work will be completed including creation of additional volumes in our manual.

Please do not hesitate to contact me with any questions at 251.208.7199 or at jennifer.greene@cityofmobile.org.

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

Jennifer Greene
Director of Programs and Project Management
Public Works

RESOLUTION

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 Subaward Agreement, between the City of Mobile
and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded
substantially the same, for Amendment No. 2 of an existing grant for Mobile Area Storm Water Mapping
& Resiliency Planning, and to take all actions necessary to effectuate said Agreement, as outlined in the
Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement
will be on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning” (hereinafter “Project”). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile’s Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-02. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-02, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 2. This amendment executes the following suite of actions:

- This amendment includes a \$300,000.00 increase in federal funds and \$250,000 in cofunding to support the completion of additional volumes of the Mobile Stormwater Management Manual;
 - The project and budget periods have been extended to 01/31/2028;
 - The revised special award conditions are attached to the amended notice of award;
 - A revised reporting schedule is attached to this amendment; and
 - All other terms & conditions contained in the initial award remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019 to 01/31/2028
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$3,599,593.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$3,899,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”

- i. Indirect Cost Rate of Subrecipient: 0%
- 3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million five hundred ninety-nine thousand five hundred ninety-three and xx/100 dollars \$3,599,593.00).
- 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2028.
- 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2028 (hereinafter "Agreement Term").
- 6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
- 7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

8. **BOYCOTT:** In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

9. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
10. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-02 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE, A Municipal Corporation

By: _____

Date: _____

Its: _____

ATTEST:

City Clerk

Date:

AL-05/20/2024

Subrecipient Name: City of Mobile, **QV8KPHH9J8A3**

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	UEI: QV8KPHH9J8A3
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	05/20/2024
(v.) Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2028.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$3,599,593.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$3,599,593.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$3,599,593.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> is <u>\$3,899,593.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

1. DATE ISSUED MM/DD/YYYY 05/20/2024		1a. SUPERSEDES AWARD NOTICE dated 03/07/2023 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87,052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-02 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2028	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2028	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning			

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 05/28/2024	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 3,899,593.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	25,873.00	c. Less Cumulative Prior Award(s) This Budget Period 3,599,593.00	
b. Fringe Benefits	10,603.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 300,000.00	
c. Total Personnel Costs	36,476.00	13. Total Federal Funds Awarded to Date for Project Period 3,899,593.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	84.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	550,000.00	c. 4	f. 7
i. Contractual	3,554,226.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	4,140,786.00	a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
k. INDIRECT COSTS	8,807.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
I. TOTAL APPROVED BUDGET	4,149,593.00	a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
m. Federal Share	3,899,593.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	
n. Non-Federal Share	250,000.00		

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
This amendment includes a \$300,000 increase in federal funds and \$250,000 in cofunding to support the completion of additional volumes of the Mobile Stormwater Management Manual. In addition, the project and budget periods have been extended to 1/31/2028.

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 05/29/2024

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19a. UEI WLNMMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP20AL0002	c. 6013 NONIN	d. \$300,000.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 05/20/2024
GRANT NO. GNSSP20AL0002-01-02	

Special Award Conditions

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Grant Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the Award. Final performance and financial reports that summarize the activities and findings of the Award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Observational Data Management and Delivery

A. Data Sharing:

All data compiled, collected, or created under this Award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the actual cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the Award.

B. Timeliness:

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 4	DATE ISSUED 05/20/2024
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Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the Award, whichever first occurs.

C. Author statement:

Data produced under this Award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

D. Failure to Share Data:

Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation:

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

F. Final Project Geographic Information System (GIS) files:

As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 05/20/2024
GRANT NO. GNSSP20AL0002-01-02	

4. Updates to the Observational Data Plan

The Recipient will update the Data Management Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD),” or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all “N/A,” “TBD” and unspecified items are provided, and must correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. If the template instructs the recipient to incorporate data management information into an electronic Observational Data Plan (eODP), the eODP will act as both the Observational Data Plan and Data Management Plan for award purposes.

5. Non-Federal Subrecipient Share Requirement

The budget under this Award includes project-related costs committed by the non-federal recipient, referred to as the non-federal share, which are described in the attached budget narrative. The non-federal share is not a statutory requirement of the RESTORE Act (33 U.S.C. 1321(t) and note), but it is required to complete the project and has been voluntarily committed by the recipient under this award and therefore meets the definition of cost share or matching in 2 CFR §200.1. Under §200.1, non-federal share funding must meet the criteria of §200.306 (b). Non-federal share funding will be used for the subrecipient to complete remaining updates to the Stormwater Manual, Volume 2 - BMP & Conveyance Design, Volume 3 - Pollutant Source Contrao, Volume 4 - BMP Maintenance, and Volume 6 - Plan & Tree Guidance.

The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$250,000 divided by the subrecipient’s total project cost \$4,035,000, or 6.2%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0002-01-
02

1. Award Notes Amendment 2

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY24 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 – GCCGCOMRESIL

CAM 2 - GCCMOBILEBAY

CAM 3 - GCCPCOMRESIL

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,899,593.00		\$300,000.00	\$3,899,593.00	All funds are available and not restricted.

SPECIAL AWARD CONDITIONS

The revised special award conditions are included in this Notice of Grant Award.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
1. Non-Duplicative Use of RESTORE Act Funds	No submission required at this time. Only required if other compensation from another funding source is received.
2. Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
3. Observational Data Management and Delivery	1. ISO-compliant metadata records for all data and derived work products, which must document how each data type is available to the public. 2. Final Project Geographic Information System (GIS) files.
4. Updates to the Observational Data Plan	1. Updated Observational Data Plan (ODP) 2. Observational Data Closeout Report.
5. Non-Federal Subrecipient Share Requirement	Submission provided in the Financial Report. The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$250,000 divided by the subrecipient's total project cost \$4,035,000 , or 6.2%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial Report	4/14/2020 to 9/30/2020	10/30/2020 (Received)
Financial Report	10/1/2020 – 3/31/2021	4/30/2021 (Received)
Performance Report	4/1/2020 – 3/31/2021	4/30/2021 (Received)
Financial & Performance Reports	4/1/2021 – 3/31/2022	5/30/2022 (Received)
Financial & Performance Reports	4/1/2022 – 3/31/2023	5/30/2023 (Received)

Financial & Performance Reports	4/1/2023 – 6/30/2024	8/29/2024
Financial & Performance Reports	7/1/2024 - 6/30/2025	8/29/2025
Financial & Performance Reports	7/1/2025 – 6/30/2026	8/29/2026
Financial & Performance Reports	7/1/2026 – 6/30/2027	8/29/2027
Final Financial & Performance Reports	7/1/2027 – 1/31/28	5/30/2028

Sponsored by: Mayor William S. Stimpson

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for Mobile Area Storm Water Mapping & Resiliency Planning, and to take all actions necessary to effectuate said Agreement, 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: APR 18 2023


City Clerk

RECEIVED
APR 28 2023



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

May 30, 2023

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana Dean *JTD / JWD*
Deputy General Counsel

RE: Fully Executed
Amendment No. 1 Subaward Grant Agreement #S1P15-MASM
Mobile Area Storm Water Mapping & Resiliency Planning
City of Mobile

Please find attached an original of the above referenced document which has been fully executed. We have retained a copy for our files and forwarded a copy to the Accounting Section.

JTD:hb

Attachments

cc: Accounting

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-01. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 1. This amendment executes the following suite of actions:

- This amendment adds federal funding in the amount of \$510,000.00 for a total of \$3,599,593.00 and extends the end date of the period of performance to 01/31/2025;
 - A revised reporting schedule is attached to this amendment;
 - Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference; and
 - All other terms & conditions contained in the initial award remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019 to 01/31/2025
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$3,485,000.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$3,599,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

- i. Indirect Cost Rate of Subrecipient: 0%
3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million four hundred eighty-five thousand and xx/100 dollars (\$3,485,000.00).
4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2025.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2025 (hereinafter "Agreement Term").
6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

8. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER

COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER
HEREOF.

9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 5-30-23

Reviewed By Accounting


ADCNR Accounting Director

APPROVED LEGAL



CITY OF MOBILE, A Municipal Corporation

By: 

Its: Mayor

Date:

5/4/23

ATTEST:


City Clerk

Date:

5-4-2023

AL-03/07/2023

Subrecipient Name: City of Mobile. UEI: QV8KPHH9J8A3

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	UEI: QV8KPHH9J8A3
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	03/07/2023
(v.) Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2025.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$3,485,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$3,485,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$3,485,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> is <u>\$3,599,593.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.



February 2, 2023

Robyn Cohron
Coastal Restoration Account Specialist
Alabama Department of Conservation and Natural Resources
31115 5 Rivers Boulevard
Spanish Fort, AL 36527

RE: Subrecipient Annual Update – Pre-award Risk Assessment for City of Mobile RESTORE Grants

Innovating St. Louis Street: Mobile's Technology Corridor - #M1A12-ISLS
Three Mile Creek Greenway Trail - #M1A13-MGWI
3MC 12 Mile Creek/Langan Dredging - #S1P16-TMCR
Mobile Stormwater Mapping - #S1P15-MASM
Africatown Welcome Center - #M1A11-HAWC
TIGER One Mobile: Martin Luther King, Jr. Boulevard Project - TBD

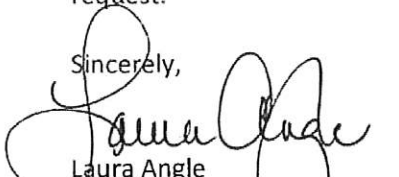
Dear Robyn:

Per your request, please find attached the following documentation in support of the City of Mobile Subrecipient Annual Update - Pre-award Risk Assessment:

- Completed/Signed Subrecipient Annual Update – Pre-Award Risk Assessment
- City of Mobile Accounting Memorandum
- City of Mobile Audit

Please feel free to contact me if additional information or documentation is needed in support of this request.

Sincerely,


Laura Angle
Grants Compliance Manager

Cc: Jennifer Greene – Director, Programs and Project Management
Randy Threadgill – Deputy Comptroller



February 1, 2023

ACCOUNTING MEMORANDUM

The following changes of note have occurred since the previous submitted subrecipient risk assessment.

- A new Grant Management policy went into effect on November 1st, 2022.
- Taylor Harris, a senior accountant, has been tasked with financially managing these programs.
He is not new to the City.

Thank you,

A handwritten signature in blue ink, appearing to read 'Randy Threadgill', is written over the printed name and title.

Randy Threadgill

Deputy Comptroller

Office of Grants Management

City of Mobile

251 208-7329

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients.

Please provide a **SIGNED COPY** of the completed risk assessment questionnaire (pdf is okay).

This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter, Ph.D.

Project Name: Innovating St. Louis: Mobile's Technology Corridor; Three Mile Creek Greenway Trail; 3MC Twelve Mile Creek/Langan Dredging; Mobile Stormwater Mapping; Africatown Welcome Center; TIGER One Mobile: Martin Luther King Jr. Boulevard Project

Grant Number, if known: M1A12-ISLS; M1A13-MGWI; S1P16-TMCR; S1P15-MASM; M1A11-HAWC; TIGER One Mobile: Martin Luther King Jr. Boulevard Project

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251 208-7329

Fax number: 251 208-7756

Name of person completing this form: Randy Threadgill

E-mail address: Randy.threadgill@cityofmobile.org

Website: www.cityofmobile.org

Incorporated in: 1819

Incorporated Date: December 17, 1819

Number of employees: 2149

Unique Entity ID (UEI): QV8KPHH9J8A3 UEI Entity Information Sheet Attached: ☒ Yes ☐ No

EIN (Employee ID Number): 63-6001318

Fiscal Year (Month/Year): 09/23

3. Subrecipient Type of Organization (select one):	
☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual	
4. Subrecipient Organization Classification (select all that apply):	
☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business
☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: Municipality
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Director of Programs and Project Management
Telephone Number:	251 208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Taylor Harris
Title:	Accountant II
Telephone Number:	251 208-7870
E-mail Address:	Taylor.harris@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year):	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☒ No ☐ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.	

(If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
☐ Yes	☐ No
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).	
☒ Yes	☐ No
Auditor Contact Name and Title: Wilkins-Miller, Erin Jones – Partner	
9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☒ Yes	☐ No
Explanation (if applicable): Expenses were not reported in the correct fiscal year for CFDA 20.205.	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)? Please provide documentation to support an affirmative answer.	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect	

to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.		
☒ Yes	☒ No	
Explanation (if applicable):		
14. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of: Please provide documentation to support an affirmative answer.		
the total funds available for a grant?	☒ Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	☒ Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds? Please provide documentation to support an affirmative answer.		
☒ Yes, but the City prefers to use cost reimbursement	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.		
☐ Yes	☒ No	
Explanation (if applicable):		

Due to his familiarity Taylor Harris, our senior accountant, has been assigned these programs. However, he is not a new hire and has been with the City for years.

20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.

☒ Yes ☐ No

Explanation (if applicable):

A new official Grants Management policy went into effect on 11/01/2022.

21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.

Pay Rates and Benefits	☒ Yes	☐ No
Leave	☒ Yes	☐ No
Conflicts of Interest	☐ Yes	☒ No
Purchasing/Procurement	☒ Yes	☐ No
Capitalization/depreciation	☐ Yes	☒ No

22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.

Explanation:

Timesheets submitted bi-weekly, attested by employee and signed by supervisor.

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.

☒ Yes ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	☒
b.	Bylaws	☐	☒
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	☒
d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	☒
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	☒	☐

f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☒	☐
g.	Indirect cost rate agreement	☐	☒
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☒	☐
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	☒	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Randy Threadgill

Printed Name: Randy Threadgill

Title: Deputy Comptroller – Office of Grants Management

Subrecipient Entity: City of Mobile

Date: 2/1/23

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: February 24, 2023
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) NO SITE VISIT REQUIRED AS RISK ASSESSMENT WAS AN ANNUAL UPDATE.
Additional Comments:
CONCLUSION: ☒ Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: ☒ Yes ☐ No
Additional Monitoring required: Annual Updates

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: **Dr. Amy Hunter, Ph.D.**

Title: **Deepwater Horizon Restoration Coordinator**

Date: **February 24, 2023**



CITY OF MOBILE

Unique Entity ID QV8KPHH9J8A3	CAGE / NCAGE 496N7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 12, 2024	
Physical Address 205 Government ST Mobile, Alabama 36602-0001 United States	Mailing Address P.O. Box 1827 Mobile, Alabama 36633-1827 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Alabama 01	State / Country of Incorporation (blank) / (blank)	URL http://www.cityofmobile.org

Registration Dates

Activation Date Jan 16, 2023	Submission Date Jan 12, 2023	Initial Registration Date Jan 5, 2006
--	--	---

Entity Dates

Entity Start Date Jan 20, 1814	Fiscal Year End Close Date Sep 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure

U.S. Government Entity

Entity Type

US Local Government

Organization Factors

(blank)

Profit Structure

(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

City

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

496N7

Electronic Funds Transfer

Account Type

Checking

Routing Number

****6505

Lock Box Number

(blank)

Financial Institution

SERVISFIRST BANK

Account Number

****63167

Automated Clearing House

Phone (U.S.)

2516949494

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

2516949484

Remittance Address

CITY OF MOBILE

P.O. Box 1827

Mobile, Alabama 36633

United States

EIN

*****1318

Type of Tax

Applicable Federal Tax

Taxpayer Name

MOBILE CITY OF

Tax Year (Most Recent Tax Year)

2020

Name/Title of Individual Executing Consent

Comptroller

TIN Consent Date

Jan 12, 2023

Address

205 Government ST

Mobile, Alabama 36602

Signature

REBECCA CHRISTIAN

Accounts Receivable POC

2

**RANDY THREADGILL, GRANTS ACCOUNTING
SUPERVISOR**
randy.threadgill@cityofmobile.org
2512087329

Electronic Business

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER**
grantscom@cityofmobile.org
2512086854

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

RANDY THREADGILL, DEPUTY COMPTROLLER
randy.threadgill@cityofmobile.org
2512087329

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

Government Business

REBECCA CHRISTIAN, COMPTROLLER
christianr@cityofmobile.org
2512087201

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER**
laura.angle@cityofmobile.org
2512086854

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	921110	Executive Offices

IGT Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$245,070,058.00	2200

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure
Statement

Effective Date of Agreement: 03/07/2023

Award Description/Title: Mobile Area Storm Water Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's UEID: QV8KPHH9J8A3 https://sam.gov/

Address: P.O. Box 1827

City, State, Zip+4: Mobile, AL 36633-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this UEID belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

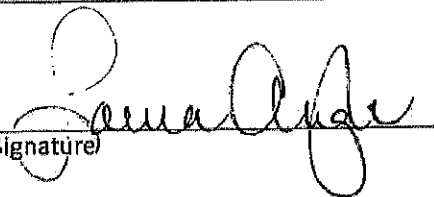
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

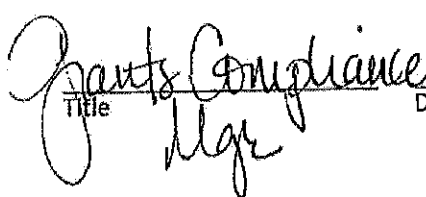
Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEID belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEID, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year


 Signature)


 Title

3/24/2023
 Date

Laura Angle

Typed Name of Signature

DCNR-02-2022

Alabama Department of Conservation & Natural Resources Debarred and Suspended Parties/UEID Documentation & Verification

Name of Organization City of Mobile

UEID: QV8KPHH9J8A3

If your Organization doesn't have a UEID, please read the information below

Information about your UEID and Instructions on how to obtain your UEID:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEID. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses the UEID to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☒ **Obtain a UEID** – A UEID or Unique Entity Identifier is a unique, 12-character identifier issued and maintained by Sam.gov that verifies the existence of a business entity globally. After you receive a UEID, your business will be listed in Sam.gov.

1. **If you have already registered or are unsure**, log onto <https://sam.gov/> and click on "Search." Enter your Business name and click **SEARCH**. The site will display the results of your search.
2. **To obtain a UEID**, log onto <https://sam.gov/>. See Quick Start Guide for Obtaining a Unique Entity ID.

Next Steps to be performed by DCNR Grant Manager

☒ **Determine whether the entity is on the federal government's list of debarred and suspended parties.**

Click the <https://www.sam.gov/> link. You will enter the SAM website.

1. **Register for a free account and login.**

2. How to search for an entity or individual in SAM

Click "SEARCH"

In the search bar type in the Entity name or Unique Entity Identifier (UEID) and/or the Entity Commercial and Government Entity (CAGE) code. Individuals are not assigned a UEID or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click the name in the results to view the entities registration information. Next, click exclusions. You should see the results below to continue the subaward process. This form will be sent to Central Accounting with subaward documents.

☒ ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

☒ INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

FOR DCNR USE ONLY	
UEID Verified:	YES ☒ NO ☐
Verified Entity is not Debarred or Suspended:	YES ☒ NO ☐
Date:	<u>May 16, 2023</u>
Performed by:	<u>Robyn Cohron</u>
Position Title:	<u>Coastal Restoration Account Specialist</u>
DCNR Division:	<u>State Lands - Coastal Division</u>
Contract/Grant Number:	<u>S1P15-MASM</u>
Federal Award Number:	<u>GNSSP20AL0002-01-01</u>

1. DATE ISSUED MM/DD/YYYY 03/07/2023		1a. SUPERSEDES AWARD NOTICE dated 04/14/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		The Gulf Coast Ecosystem Restoration Council RESTORE Council Gulf Coast Ecosystem Restoration Council 500 Poydras Street Suite 1117 New Orleans, LA 70130 NOTICE OF AWARD AUTHORIZATION (Legislation/Regulations) RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants					
3. ASSISTANCE TYPE Project Grant					
4. GRANT NO. GNSSP20AL0002-01-01 Formerly		5. TYPE OF AWARD Other			
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE Post Award Amendment			
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2025			
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2025			
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning					

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 03/07/2023	10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD																			
11. APPROVED BUDGET (Excludes Direct Assistance) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION a. Amount of Federal Financial Assistance (from Item 11m) 3,599,593.00 b. Less Unobligated Balance From Prior Budget Periods 0.00 c. Less Cumulative Prior Award(s) This Budget Period 3,089,593.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 510,000.00 13. Total Federal Funds Awarded to Date for Project Period 3,599,593.00 14. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project):</i> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> a. Salaries and Wages 25,873.00 b. Fringe Benefits 10,603.00 c. Total Personnel Costs 36,476.00 d. Equipment 0.00 e. Supplies 0.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,554,226.00 j. TOTAL DIRECT COSTS 3,590,786.00 k. INDIRECT COSTS 8,807.00 l. TOTAL APPROVED BUDGET 3,599,593.00 m. Federal Share 3,599,593.00 n. Non-Federal Share 0.00 </td> <td style="width:50%; text-align: center; vertical-align: middle;"> a </td> </tr> </table>		a. Salaries and Wages 25,873.00 b. Fringe Benefits 10,603.00 c. Total Personnel Costs 36,476.00 d. Equipment 0.00 e. Supplies 0.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,554,226.00 j. TOTAL DIRECT COSTS 3,590,786.00 k. INDIRECT COSTS 8,807.00 l. TOTAL APPROVED BUDGET 3,599,593.00 m. Federal Share 3,599,593.00 n. Non-Federal Share 0.00	a	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. <i>In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees when funds are drawn or otherwise obtained from the grant payment system.</i>															
a. Salaries and Wages 25,873.00 b. Fringe Benefits 10,603.00 c. Total Personnel Costs 36,476.00 d. Equipment 0.00 e. Supplies 0.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,554,226.00 j. TOTAL DIRECT COSTS 3,590,786.00 k. INDIRECT COSTS 8,807.00 l. TOTAL APPROVED BUDGET 3,599,593.00 m. Federal Share 3,599,593.00 n. Non-Federal Share 0.00	a																		

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
 See next page

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929833408	18b. EIN 63600619	19a. UEI WLNMNKHKF5T1	19b. DUNS 929833406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. 6013 NONIN		\$510,000.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 03/07/2023
GRANT NO. GNSSP20AL0002-01-01	

REMARKS:

This amendment adds \$510,000.00 in Restore Funding increasing the total amount of Restore funding to \$3,599,593.00.

A revised reporting schedule is attached.

Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference.

This amendment adds \$510,000 in RESTORE funds and extends the period of performance to 1/31/2025. A revised budget narrative has been uploaded in GrantSolutions and is incorporated by reference.

All other terms & conditions stated in the original award.

GCERC Internal Financial Codes: - FY23 Cat B 6013 - Cost Pool GCCSTAL000

CAM1 GCCGCOMRESIL

CAM2 GCCGMOBILEBAY

CAM3 GCCPCOMRESIL

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0002-01-
01

1. Award Terms and Conditions

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial Report	4/1/2020 – 9/30/2020	10/30/2020 (Received)
Financial Report	10/1/2020 – 3/31/2021	4/30/2021 (Received)
Performance Report	4/1/2020 – 3/31/2021	4/30/2021 (Received)
Financial and Performance Reports	4/1/2021 – 3/31/2022	5/30/2022 (Received)
Financial and Performance Reports	4/1/2022 – 3/31/2023	5/30/2023
Financial and Performance Reports	4/1/2023 – 3/31/2024	5/30/2024
Final Financial and Performance Reports	4/1/2024 – 1/31/2025	5/31/2025



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean *JTD*
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment

cc: Accounting



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me. ✓

Thank you,

Amy Hunter
DWH Restoration Coordinator

31.493

2020

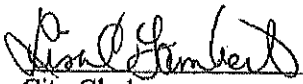
RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

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

Adopted: JUL 07 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: SIP15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019-04/30/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$3,000,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$3,089,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street, Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (\$3,000,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile County- Implementing Storm Water Subrecipient Submissions@dcgs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

- a. **Record Retention:** Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
- 14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 15. LOBBYING ACTIVITY:
 - a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
- 16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
- 17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431-1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C. 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair of public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), to extent applicable, is hereby incorporated into this Agreement.
 - k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. § 6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
22. **DEBARMENT AND SUSPENSION:**
- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
23. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."

26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.

27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:

- a. Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
- b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
- c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION;

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
33. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
42. **NOT A DEBT OF THE STATE:** 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **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.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the 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. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement; and
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL

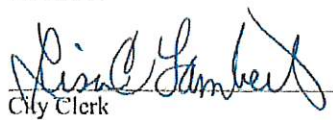

CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

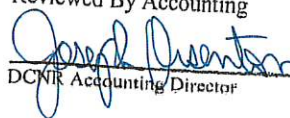
Its: Mayor

ATTEST:


City Clerk

7-9-2020
Date:

Reviewed By Accounting


DCNR Accounting Director

AL-04/16/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 3,000,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 3,000,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 3,000,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is \$3,089,593.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information	
Name of DCNR Representative: Dr. Amy Hunter Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail Grant Number: 1MA12-ISLS	
2. Subrecipient Contact Information	
Full Legal Organization/Business Name: City of Mobile Address: P.O. Box 1827, Mobile, AL 36633 Telephone number: 251-208-6006 Fax number: 251-208-7756 Name of person completing this form: Sherry Horton E-mail address: sherry.horton@cityofmobile.org Website: cityofmobile.org Incorporated in: 1819 Incorporated Date: December 17, 1819 Number of employees: 2074 DUNS number: 010396687 EIN (Employee ID Number): 636001318 Fiscal Year (Month/Year): 09/19	
3. Subrecipient Type of Organization (select one):	
☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual	
4. Subrecipient Organization Classification (select all that apply):	
☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: City

5. Subrecipient Personnel Contact Information

Project Director for Subaward

Name: Jennifer Greene
Title: Acting Director of Programs and Project Management
Telephone Number: 251-208-7199
E-mail Address: Jennifer.greene@cityofmobile.org

Additional Contact for Subaward

Name: Sherry Horton
Title: Grants Accounting Supervisor
Telephone Number: 251-208-6006
E-mail Address: Sherry.horton@cityofmobile.org

6. Subrecipient Indirect Costs

Fiscal Year (Month/Year): 9/19

Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No ☒ 10% De Minimis Rate
(if yes, please attach a copy of your current rate agreement)

Name of Designated Federal Cognizant Agency (if applicable):

7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)

☒ Yes ☐ No

8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June

☒ Yes ☐ No

Auditor Contact Name and Title:

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years:	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
X Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
X Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
X Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
X Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain:		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	X Yes	☐ No	
Leave	X Yes	☐ No	
Conflicts of Interest	X Yes	☐ No	
Purchasing/Procurement	X Yes	☐ No	
Capitalization/depreciation	X Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
X Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
X Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
X Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
X Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

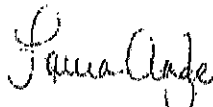
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year



Signature

Grants Compliance Manager

Title

07/29/2020

Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 07-29-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P15-MASM

Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY: MOBILE, CITY OF	Status: Active
DUNS: 010396687 +4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020 Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST	
City: MOBILE	State/Province: ALABAMA
ZIP Code: 36602-2613	Country: UNITED STATES

1. DATE ISSUED MM/DD/YYYY 04/14/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.062 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2018 Through 04/30/2023		MM/DD/YYYY 04/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019 Through 04/30/2023		MM/DD/YYYY 04/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #16: Mobile Area Storm Water Mapping & Resiliency Planning			

**The Gulf Coast Ecosystem Restoration Council
RESTORE Council**

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 468 Montgomery, AL 36130-3020		9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 468 Montgomery, AL 36130-3020 Phone: 251-621-1216	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36682 Electronically Signed 04/15/2020		10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4885	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION																			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00																			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods 0.00																			
				c. Less Cumulative Prior Award(s) This Budget Period 0.00																			
				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00																			
				13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00																			
				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																			
				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </tbody> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
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d. OTHER RESEARCH (Add / Deduct Option)																							
e. OTHER (See REMARKS)																							
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																							
<table border="1"> <tr> <td>a. The grant program legislation</td> <td rowspan="4">In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</td> </tr> <tr> <td>b. The grant program regulations</td> </tr> <tr> <td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td> </tr> <tr> <td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td> </tr> </table>				a. The grant program legislation	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	b. The grant program regulations	c. This award notice including terms and conditions, if any, noted below under REMARKS.	d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.															
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m. Federal Share	3,089,593.00																						
n. Non-Federal Share	0.00																						

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17. OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 833000619	19. DUNS 929933406	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. \$3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/13/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

- A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (Internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

- D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,089,593.00			\$3,089,593.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

Project Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital Inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient - project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:

- Lower Chasaw Creek
- Red Creek-Eight-mile Creek
- Toulmins Spring Branch-Three Mile Creek
- Miller Creek
- Halls Mill Creek
- Upper Dog River
- Tensaw River-Apalachee River
- Mobile Bay
- Lower Dog River
- Fowl River
- Deer River

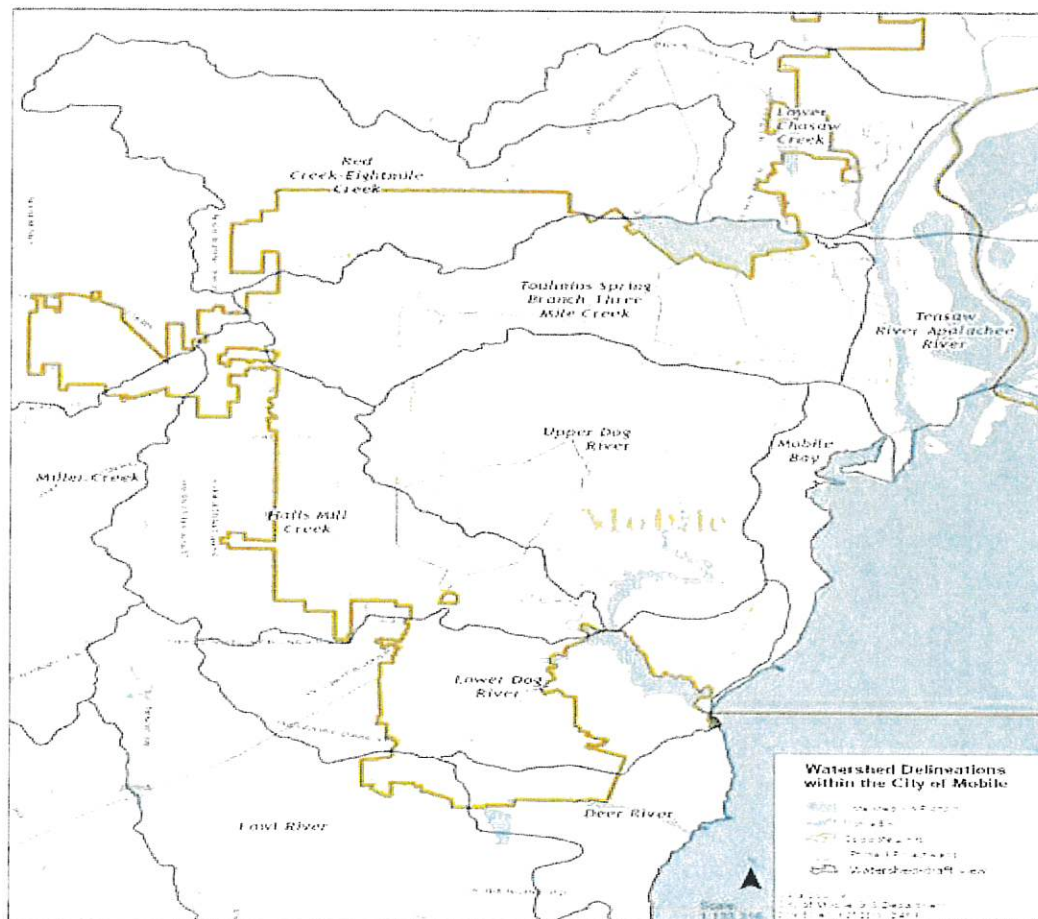


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.
- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post-processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

i. Data Collection

The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.

A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

ii. Data Processing

The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.
- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.
- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36

months) Milestone #3 – Repetitive Flood Loss Consultant Contract

(Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18

months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.

Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.

- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.

Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to Inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

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- Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. *Water International* 43(3), 349-360
- Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4): 1047-1056
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- Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).
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- Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. *Sustainability*, 10(12), 4710.

BUDGET NARRATIVE

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of \$3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED **\$3,089,593**

Total Pre-Award Funds Requested	\$5,136
Total Direct Costs Requested	\$3,076,636
Total Allowable Indirect Costs Requested	\$7,821
Total Program Income Anticipated	\$0

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs -- DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	50 Hours	\$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	50 Hours	\$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	1.0835%	\$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	3.25%	\$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	3.25%	\$5,667	
Administrative Assistant	Provide general office support	\$36,492	1.0835%	\$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: \$23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	\$2,348	34.40	\$808	Pre-Award

Grants Manager / Biologist III	\$1,397	41.73	\$583	Pre-Award
AGCRC Executive Director	\$3,441	32.7	\$1,125	
DWH Restoration Coordinator	\$9,525	34.40	\$3,277	
Grants Manager / Biologist III	\$5,667	41.73	\$2,365	
Administrative Assistant	\$1,186	55.64	\$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: \$8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	\$0.58 per mile	\$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: \$83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	\$100	1	\$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: \$100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
 - a. Mapping Contract - \$2,715,000
A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.
 - i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic Information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
 - ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
 - b. Repetitive Flood Loss Consultant Contract - \$35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

c. Storm Water Management Guidance Manual Consultant Contract - \$250,000

Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.

- An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADCNR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	\$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	\$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	\$35,000.00	Yes
Storm Water Management Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	\$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to Inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: \$3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual

Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	\$49,206.48	

TOTAL CONTRACTUAL: \$49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$7,821

TOTAL OF INDIRECT COSTS: \$7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$32,382.00
Personnel	\$23,564.00
Fringe Benefits	\$8,818.00
Travel	\$84.00
Travel	\$84.00
Project Oversight	\$84.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Supplies	\$100.00
Postage	\$100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$3,049,206.00
Subrecipient	\$3,000,000.00
City of Mobile	\$3,000,000.00
Contractor	\$49,206.00
Volkert & Associates Inc.	\$49,206.00
Total Direct Costs	\$3,081,772.00
Indirect Charges	\$7,821.00
Indirect Charges	\$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	\$7,821.00
Total Indirect Costs	\$7,821.00
Total GCERC Costs	\$3,089,593.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$3,089,593.00
Income	\$0.00
Project (program) income	\$0.00



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean 
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment

cc: Accounting



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,

Amy Hunter
DWH Restoration Coordinator

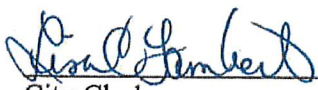
R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

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

Adopted: JUL 07 2020



City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019-04/30/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$3,000,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$3,089,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (\$3,000,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile County- Implementing Storm Water Subrecipient Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. **Record Retention:** Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
15. LOBBYING ACTIVITY:
- a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
- b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
- c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
- d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
- e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
- f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
- g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
- j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
- l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
- 21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
- 22. **DEBARMENT AND SUSPENSION:**
 - a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
- 23. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:
- "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*
26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.
27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION;

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
42. **NOT A DEBT OF THE STATE:** 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **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.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the 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. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement; and
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL


CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

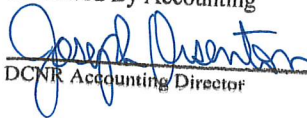
Its: Mayor

ATTEST:


City Clerk

Date: 7-9-2020

Reviewed By Accounting


DCNR Accounting Director

AL-04/16/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 3,000,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 3,000,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 3,000,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number <u>929933406</u> , is <u>\$3,089,593.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information	
Name of DCNR Representative: Dr. Amy Hunter Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail Grant Number: 1MA12-ISLS	
2. Subrecipient Contact Information	
Full Legal Organization/Business Name: City of Mobile Address: P.O. Box 1827, Mobile, AL 36633 Telephone number: 251-208-6006 Fax number: 251-208-7756 Name of person completing this form: Sherry Horton E-mail address: sherry.horton@cityofmobile.org Website: cityofmobile.org Incorporated in: 1819 Incorporated Date: December 17, 1819 Number of employees: 2074 DUNS number: 010396687 EIN (Employee ID Number): 636001318 Fiscal Year (Month/Year): 09/19	
3. Subrecipient Type of Organization (select one):	
☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual	
4. Subrecipient Organization Classification (select all that apply):	
☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	X Other: City
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year): 9/19	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No X 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
X Yes ☐ No	
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June	
X Yes ☐ No	
Auditor Contact Name and Title:	

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
☒ Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
☒ Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	☒ Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	☒ Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
☒ Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
☒ Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain:		
☒ Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	☒ No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	X Yes	☐ No	
Leave	X Yes	☐ No	
Conflicts of Interest	X Yes	☐ No	
Purchasing/Procurement	X Yes	☐ No	
Capitalization/depreciation	X Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
X Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
X Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
X Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
X Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

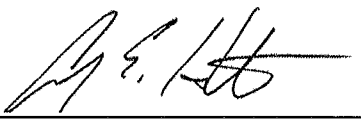
Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

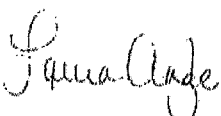
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year


Signature

Grants Compliance Manager
Title

07/29/2020
Date

Laura Angle
Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 07-29-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P15-MASM

Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY	MOBILE, CITY OF	Status: Active
DUNS: 010396687	+4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST		
City: MOBILE	State/Province: ALABAMA	
ZIP Code: 36602-2613	Country: UNITED STATES	

1. DATE ISSUED MM/DD/YYYY 04/14/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning			

**The Gulf Coast Ecosystem Restoration Council
RESTORE Council**

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 458 Montgomery, AL 36130-3020		9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 Electronically Signed 04/15/2020		10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION																			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00																			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods 0.00																			
a. Salaries and Wages 23,564.00				c. Less Cumulative Prior Award(s) This Budget Period 0.00																			
b. Fringe Benefits 8,818.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00																			
c. Total Personnel Costs 32,382.00				13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00																			
d. Equipment 0.00				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																			
e. Supplies 100.00				<table border="1"> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																				
a. 2		d. 5																					
b. 3		e. 6																					
c. 4		f. 7																					
f. Travel 84.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																			
g. Construction 0.00				a. DEDUCTION																			
h. Other 0.00				b. ADDITIONAL COSTS																			
i. Contractual 3,049,206.00				c. MATCHING																			
j. TOTAL DIRECT COSTS 3,081,772.00				d. OTHER RESEARCH (Add / Deduct Option)																			
k. INDIRECT COSTS 7,821.00				e. OTHER (See REMARKS)																			
l. TOTAL APPROVED BUDGET 3,089,593.00				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																			
m. Federal Share 3,089,593.00				a. The grant program legislation																			
n. Non-Federal Share 0.00				b. The grant program regulations.																			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.																			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.																			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19. DUNS 929933406	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. \$3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/13/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

- A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

- D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,089,593.00			\$3,089,593.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

Project Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:

- Lower Chasaw Creek
- Red Creek-Eight-mile Creek
- Toulmins Spring Branch-Three Mile Creek
- Miller Creek
- Halls Mill Creek
- Upper Dog River
- Tensaw River-Apalachee River
- Mobile Bay
- Lower Dog River
- Fowl River
- Deer River

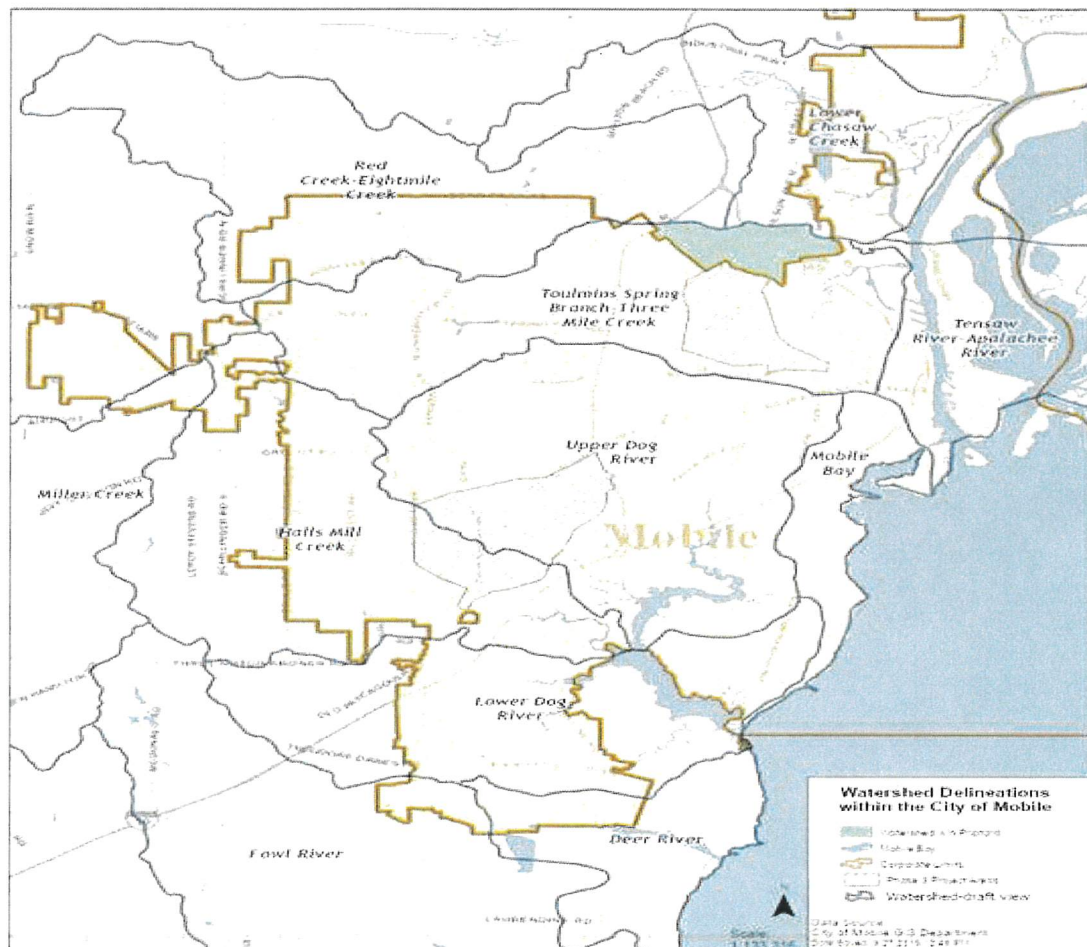


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.
- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post- processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

i. Data Collection

The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.

A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

ii. Data Processing

The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.
- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.
- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36

months) Milestone #3 – Repetitive Flood Loss Consultant Contract

(Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18

months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.
Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.
- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.
Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

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Spellman, F.R. 2008. *The Science of Water: concepts and applications*. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).

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BUDGET NARRATIVE

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of \$3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED

\$3,089,593

Total Pre-Award Funds Requested	\$5,136
Total Direct Costs Requested	\$3,076,636
Total Allowable Indirect Costs Requested	\$7,821
Total Program Income Anticipated	\$0

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	50 Hours	\$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	50 Hours	\$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	1.0835%	\$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	3.25%	\$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	3.25%	\$5,667	
Administrative Assistant	Provide general office support	\$36,492	1.0835%	\$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: \$23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	\$2,348	34.40	\$808	Pre-Award

Grants Manager / Biologist III	\$1,397	41.73	\$583	Pre-Award
AGCRC Executive Director	\$3,441	32.7	\$1,125	
DWH Restoration Coordinator	\$9,525	34.40	\$3,277	
Grants Manager / Biologist III	\$5,667	41.73	\$2,365	
Administrative Assistant	\$1,186	55.64	\$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: \$8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	\$0.58 per mile	\$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: \$83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	\$100	1	\$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: \$100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
 - a. Mapping Contract - \$2,715,000
A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.
 - i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
 - ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
 - b. Repetitive Flood Loss Consultant Contract - \$35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

- c. Storm Water Management Guidance Manual Consultant Contract - \$250,000
Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.
 - An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
 - The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
 - The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
 - To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

- a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

- b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

- c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADCNR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	\$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	\$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	\$35,000.00	Yes
Storm Water Management Guidance Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	\$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: \$3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual			
Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	\$49,206.48	

TOTAL CONTRACTUAL: \$49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$7,821

TOTAL OF INDIRECT COSTS: \$7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$32,382.00
Personnel	\$23,564.00
Fringe Benefits	\$8,818.00
Travel	\$84.00
Travel	\$84.00
Project Oversight	\$84.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Supplies	\$100.00
Postage	\$100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$3,049,206.00
Subrecipient	\$3,000,000.00
City of Mobile	\$3,000,000.00
Contractor	\$49,206.00
Volkert & Associates Inc.	\$49,206.00
Total Direct Costs	\$3,081,772.00
Indirect Charges	\$7,821.00
Indirect Charges	\$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	\$7,821.00
Total Indirect Costs	\$7,821.00
Total GCERC Costs	\$3,089,593.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$3,089,593.00
Income	\$0.00
Project (program) income	\$0.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Jennifer White

Sponsored by:

Cory Penn, Councilmember
Gina Gregory, Councilmember
Joel Daves, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Purchase of equipment to upgrade the traffic signal system along Dauphin Street from Sage Ave to Rimes Rd

Amount of Contract:

\$625,000

Funding Source

G-STMP4924

ATTACHMENTS:

1. Revised(2) Agreement STPMB-7533(602) 100079159 MOBILE SP August 2024
2. Agreement Resolution Dauphin St CM Project (5)

REVIEWERS:

Jennifer White
Jennifer White

**SPECIAL PROJECT
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

**Project No. STPMB-7533(602)
CPMS Ref# 100079159**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the Intersection Improvements – Congestion Management Process - Dauphin St. improvements from Sage Ave. to Rimes Rd. (Purchasing Equipment); Project# STPMB-7533(602); CPMS Ref# 100079159.

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

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Mobile Area Dedicated)	\$ 500,000.00
City Funds	\$ 125,000.00

TOTAL (Incl CE&I)	\$ 625,000.00

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

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in

excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

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

PART THREE (3): PROJECT SERVICES

- A. The CITY will purchase equipment related to the Intersection Improvements – Congestion Management Process with CITY forces or with a consultant approved by the STATE. The Intersection Improvements – Congestion Management Process, known as a Special Project, will be an eligible cost to the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

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

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

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

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

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved scope and estimate.

- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or

reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

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

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

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

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

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

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives,

will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

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

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

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

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

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

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

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

Edward N. Austin, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

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

KAY IVEY
GOVERNOR, STATE OF ALABAMA

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:

Intersection Improvements – Congestion Management Process - Dauphin St. improvements from Sage Ave. to Rimes Rd. (Purchasing Equipment); Project# STPMB-7533(602); CPMS Ref# 100079159.

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

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

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

ATTESTED:

City Clerk

Mayor

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

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

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT E

TERMINATION OR ABANDONMENT

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT H

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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 discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

EXHIBIT H

Page 3

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

EXHIBIT H
Page 4

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

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

EXHIBIT H

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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.

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmembers Penn, Daves, and Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

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

Intersection improvements-congestion management process-Dauphin Street from Sage Avenue to Springhill Hospital; Project # STPMB-7533(602); CPMS # 100079159;

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 City 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 Council 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.

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Project Name:

Old Shell Road Overpass (Amendment to Agreement); COM; D1

Project #:

2024-3005-15

Date of Receipt:

Project Description:

Improvement and maintenance of right of way

Contract Amount:

\$25,000.00

Vendor Name:

Community of Mobile, Inc

Vendor Number:

299105

DEPT #:

3005

DEPT NAME:

Engineering

Contract Type:

Professional Services

Retainage Information:

Should Retainage Be Withheld?

No

Standard (5% of the 1st 50%) or Special Rate (If Special, please indicate)

Prepared by:

LaShey Williams

Date:

8/26/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Cory Penn, Councilmember

Purpose and Scope of Project:

Improvement and maintenance of right of way

Amount of Contract:

\$25,000.00

Funding Source

C0911

ATTACHMENTS:

1. 2024-3005-15 OLD SHELL OVERPASS (Amendment to Agreement) (COM) 8.26.24.docx
2. 2024-3005-15 OLD SHELL OVERPASS
3. Resolution 2024-3005-15 CIP Old Shell Road Overpass

REVIEWERS:

Lashey Williams

Nicholas Amberger

Brenda Rhodes

Chris Kern

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Old Shell Road Overpass (Amendment to Agreement);COM Project #
2024-3005-15; D1

PROJECT #: C0911 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Improvement and maintenance of right of way

CONTRACT AMOUNT: \$25,000.00

VENDOR NAME: Community of Mobile, Inc.

VENDOR NUMBER: 299105

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

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: LaShey Williams Date 08/26/2024

Revised 3/8/2022 Tiffany Hollins

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the _____ day of _____ 2024, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Community of Mobile, Inc., a non-profit corporation organized and existing under the laws of the State of Alabama (hereafter COM),

RECITALS

WHEREAS, CITY is authorized to expend public funds when a public purpose will be thereby served, and may enter into agreements providing for the improvement of public facilities, including public right of way, which will benefit the public on land lying within the corporate limits of CITY; and

WHEREAS, CITY finds that a public purpose will be served by the expenditure of funds for the improvement and maintenance of the right of way along Old Shell Road at its intersection with the railroad trestle crossing over Old Shell, east of Sage Avenue, within CITY (hereafter the SITE); and

WHEREAS, CITY and COM are parties to that certain Contract dated June 3, 2024 (the "Agreement"), which jointly funds the initial planning of a substantial improvement project at the SITE consisting of architectural services (renderings, detailed construction drawings and project supervision), land survey and site pinning, site clearing, tree removal, sidewalk, curb and gutter improvement, landscaping and maintenance, automatic irrigation system (the UNDERPASS PROJECT); and

WHEREAS, CITY desires to provide additional funding in the amount of \$25,000.00 which will supplement, not supplant the COM contribution and COM agrees to utilize the funds solely for the UNDERPASS PROJECT and to ratify and adopt all other terms of the agreement as originally agreed upon; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, CITY and COM hereby agree as follows:
2. In paragraph three (3) of the original agreement, the CITY appropriation of \$250,000.00 shall be increased by \$25,000.00. Therefore, the new agreement appropriation shall be \$275,000.00. Upon full execution of this amendment to the agreement, by both parties, the CITY will issue an additional disbursement of \$25,000.00.
3. Except as modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

COMMUNITY OF MOBILE, INC

William S. Stimpson, Mayor

By: Lewis E. Beville
Its Authorized Agent

Date

8/20/24
Date

ATTEST:

City Clerk

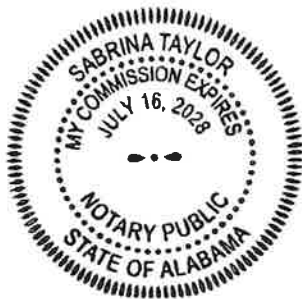
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Lewis E. Beville, as an AUTHORIZED AGENT of Community of Mobile, Inc., a non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of August,
2024.

(SEAL)



Sabrina Taylor
Notary Public
My Commission Expires: 7/16/2028

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

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, an agreement, by and between
the City of Mobile and the company listed below, for work as outlined in the agreement attached
hereto and made a part hereof as set forth in full, subject to the company signing the agreement
and furnishing the required bonds and insurance. A copy of said executed agreement will be on
file in the office of the City Clerk.

Name of Company: Community of Mobile, Inc.

Project Name: CIP Old Shell Road Overpass
(A.K.A. Cooperative Cost Sharing Agreement for Improvement of Public Right of
Way)
COM Project# 2024-3005-15

Estimated Cost: \$250,000.00

Adopted: **MAY 28 2024**



City Clerk

**COOPERATIVE COST SHARING AGREEMENT FOR
IMPROVEMENT OF PUBLIC RIGHT OF WAY**

WHEREAS, the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (hereafter CITY), is authorized to expend public funds when a public purpose will be thereby served, and may enter into agreements providing for the improvement of public facilities, including public right of way, which will benefit the public on land lying within the corporate limits of CITY; and

WHEREAS, CITY finds that a public purpose will be served by the expenditure of funds for the improvement and maintenance of the right of way along Old Shell Road at its intersection with the railroad trestle crossing over Old Shell, ease of Sage Avenue, within CITY (hereafter the SITE); and

WHEREAS, Community of Mobile, Inc., a non-profit corporation organized and existing under the laws of the State of Alabama (hereafter COM), has begun the initial planning of a substantial improvement project at the SITE consisting of architectural services (renderings, detailed construction drawings and project supervision), land survey and site pinning, site clearing, tree removal, sidewalk, curb and gutter improvement, landscaping and maintenance, automatic irrigation system (the UNDERPASS PROJECT); and

WHEREAS, CITY and COM seek to jointly fund the completion of UNDERPASS PROJECT and deem it necessary and desirable to set out herein the terms of this agreement with regard to funding and construction of the UNDERPASS PROJECT;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, CITY and COM enter into the following mutual agreement:

1. COM agrees to complete the UNDERPASS PROJECT as fully described in the scope contained in the attached Exhibit A, located at the SITE, with such design consultants contractors and subcontractors as is necessary. COM further agrees to perpetually maintain the landscaping at the SITE.

2. CITY agrees to allow COM to affix a post mounted bronze commemoration plaque near the inside edge of sidewalks at each entrance, in appreciation of the Underwriting Sponsors of the UNDERPASS PROJECT. The bronze plaque shall not exceed 3' x 3' in size.

3. CITY will appropriate for the use of COM the sum of \$250,000.00 (the FUNDS) to be paid toward the UNDERPASS PROJECT to be completed at the SITE.

4. COM agrees to utilize the funds solely for the UNDERPASS PROJECT, and agrees to advance additional funding of its own, or obtained from other sources, for the UNDERPASS PROJECT, in at least the equivalent amount.

5. CITY funding will supplement and not supplant the COM contribution.

6. The funds will be disbursed by CITY with an initial payment of \$125,000.00 upon full execution of this Agreement by both parties, and a subsequent disbursement of \$125,000.00 upon proof of the execution of a signed contract with the General Contractor. Subsequent disbursement shall be conditioned upon notice from COM that it has obtained completed design plans and has entered into a contract with a general contractor.

7. COM shall refund to CITY any portion of the funds which are unused or used for any purpose other than the UNDERPASS PROJECT at the SITE. UNDERPASS PROJECT shall be completed by COM by September 30, 2024, or such extended time that CITY may agree to in writing. If UNDERPASS PROJECT is not completed within said time funding shall be refunded to CITY. In addition to and notwithstanding said completion date, road closure and traffic detours shall be restored to original traffic condition on or before August 5, 2024, unless this date is extended by the City engineer.

8. On or before October 30, 2024, or such later time no more than thirty (30) days following completion of the UNDERPASS PROJECT, COM shall provide to CITY a report which shall summarize the accomplishments and activities of COM relating to the construction of the UNDERPASS PROJECT.

9. COM shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and COM agrees that it will comply with Title 6 of the Civil Rights Act of 1964 and City of Mobile Ordinance No. 14-034 assuring that no person will be excluded from participation in, 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, and COM and any subcontractors will 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.

10. COM shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

11. Notwithstanding any of the provisions of this Agreement, it is agreed that CITY has no financial interest in the business of COM, and shall not be liable for any debts or obligations incurred by COM, nor shall CITY be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the COM.

12. COM, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of CITY but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense to indicate that it is an independent contractor. CITY does not and will not assume any responsibility for the means by which or manner in which services by COM, provided for herein, are performed, but on the contrary, COM shall be wholly responsible therefor.

13. COM acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for CITY having entered into this agreement. Therefore, COM 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 CITY, which such consent shall be granted or denied solely at CITY discretion.

14. 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, 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. General Liability Insurance - public liability
including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence
Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence
- b. Comprehensive - Automobile Liability Insurance
including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence
Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence

15. COM agrees to indemnify, defend and hold CITY, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of COM, its principals, directors, agents, servants and employees in the performance of this Agreement, for which CITY is alleged to be liable.

16. 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 Mobile, Alabama.

17. Unless waived by CITY, COM shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement. In consideration of the public purpose herein and the nature of the right of way improvement, CITY agrees to waive CITY permitting fees that would otherwise apply. COM or its agents will make all required permitting applications.

18. COM 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.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

Community of Mobile, Inc.
By: Lewis E. Beville

Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

LEWIS E. BEVILLE the undersigned Notary Public, in and for said County in said State, hereby certify that whose name as AUTHORIZED AGENT of Community of Mobile, Inc., a non-profit corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 15th day of May, 2024.

Sabrina Taylor
(SEAL)
Notary Public

State of Alabama At-Large

My Commission Expires: _____



City of Mobile
William Stimpson

William Stimpson
Mayor

ASSISTANT

Attested by City Clerk:

Lana Papenbach

Date: 6/3/24

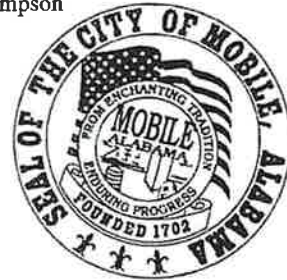


EXHIBIT A
SCOPE – THE UNDERPASS PROJECT

- 1) Site clearing, including tree removal
- 2) Site Grading
- 3) New sidewalks (except for the minor contiguous portion on southwest quadrant with good alignment and service integrity)
- 4) Any curb and gutter or street work pre-approved by CITY
- 5) New retaining walls and soil amendments
- 6) Landscaping, to include new shrubbery and ground cover
- 7) Automatic irrigation system
- 8) Power washing of concrete pillars, curb and gutters, pre-existing sidewalk that is not replaced and stairway on southwest quadrant.
- 9) Lighting/Electrical (if not cost prohibitive) – To include four CITY standard sidewalk lights, recessed downlights on retaining walls and flood lights upon rear landscaped areas.
- 10) A post-mounted bronze commemoration plaque (3' X 3' max size) located near inside edge of sidewalks at each entrance, listing the names of Underwriting Sponsors (gold/silver/bronze levels).
- 11) Ongoing maintenance and care of landscaping
- 12) Architectural renderings, detailed construction drawings and project supervision
- 13) Land survey by professional engineer and subsequent pinning of site
- 14) Acquire a policy of Railroad Protective Liability Insurance with limit of \$5,000,000, issued with Alabama Export Railroad as the Named Insured / Policyholder.

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Cory Penn

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, an Amendment to Agreement, by and between the City of Mobile and the company listed below, for work as outlined in the Amendment to Agreement 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: Community of Mobile, Inc.

Project Name: CIP Old Shell Road Overpass (Amendment to Agreement for Improvement of Public Right of Way) (D1) COM Project #2024-3005-15

Estimated Cost: \$25,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Placer Labs Inc for one-year subscription to Placer.AI location analytics data services for Strategic Initiatives.

Amount of Contract:

\$35,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240826 Placer Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 September 2024 Item No. _____
Date

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

Sponsored by: William S. Stimpson Mayor
Name 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 Placer Labs Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Placer Labs Inc for one-year subscription to Placer.AI
location analytics data services for Strategic Initiatives.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$35,000.00

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: 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>13580</u>	2024	(0590) OFFICE OF STRATEGIC INITIATIVE	ONE-YEAR SUBSCRIPTION TO PLACER.AI LOCATION ANALYTICS DATA SERVICES FOR STRATEGIC INITIATIVES (PROFESSIONAL SERVICE)	\$35,000.00	<u>(299238) PLACER LABS INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013580-00 FY 2024
	Acct No:
	1000.10.05.0590.0590.0500.0000.0000.42200.
	Review:
	Buyer: 9105fola
	Status: Released
	Page 1
=====	=====

Vendor
 PLACER LABS INC
 440 N BARRANCA AVENUE #1277

 COVINA, CA 91723

 Tel#415-228-2444 ext 806

Ship To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644
 JD@CITYOFMOBILE.ORG

Deliver To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644

-----	-----
Date Ordered	Vendor Number
08/12/24	299238
Date Required	Ship Via
08/23/24	
Terms	Department
	OFFICE OF STRATEGIC INITIAT
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 Data Service - See contract attachment. Vendor Item No.: 031414	1.00 EACH	35000.00000	35000.00

1 1000.10.05.0590.0590.0500.0000.0000.42200.	35000.00
--	----------

Ship To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644

Deliver To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	35000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.05.0590.0590.0500.0000.0000.42200.	35000.00	2861.36
OFFICE OF STRATEGIC INITIA EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Queued	08/23/24	JAYSON DALESSANDRO	

Bill To	Requisition 00013580-00 FY 2024
	Acct No: 1000.10.05.0590.0590.0500.0000.0000.42200.
	Review:
	Buyer: 9105fola
	Status: Released
	Page 2

Vendor
PLACER LABS INC
440 N BARRANCA AVENUE #1277

COVINA, CA 91723

Tel#415-228-2444 ext 806

Ship To
OFFICE OF STRATEGIC INITIATIVE
205 GOVERNMENT STREET
5TH FLR S TOWER, ROOM 532/533
MOBILE, AL 36644
JD@CITYOFMOBILE.ORG

Deliver To
OFFICE OF STRATEGIC INITIATIVE
205 GOVERNMENT STREET
5TH FLR S TOWER, ROOM 532/533
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/24	299238	08/23/24			OFFICE OF STRATEGIC INITIAT

LN	Description / Account	Qty	Unit Price	Net Price
Pending	DONALD ROSE			
Pending	SANDRA LEWIS			
Pending	STEVEN KRONINGER			
Pending	SAMANTHA COOLEY			
Pending	LONELL HARRIS			
Pending	ANNE FOLEY			
Pending	JOHN PAINE			
Pending	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Savant Learning Systems DBA Virtual Academy one-year subscription renewal for virtual Peace Office training services for MPD.

Amount of Contract:

\$20,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240826 Savant Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 September 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 Savant Learning Systems DBA Virtual Academy

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Savant Learning Systems DBA Virtual Academy one-year subscription renewal for virtual Peace Office training services for MPD .
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,000.00

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: Professional services.

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>13226</u>	2024	(1530) POLICE ADMIN SERVICES	ONE YEAR SUBSCRIPTION RENEWAL FOR VIRTUAL PEACE OFFICER TRAINING SERVICES FOR MPD (PROFESSIONAL SERVICE)	\$20,000.00	<u>(297293)</u> <u>SAVANT</u> <u>LEARNING</u> <u>SYSTEMS DBA</u> <u>VIRTUAL</u> <u>ACADEMY</u>

Adopted:

City Clerk

Bill To	Requisition 00013226-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL ACAPOLICE HEADQUARTERS	2460 GOVERNMENT STREET
317 S LINDELL ST.	

MOBILE, AL 36606

MARTIN, TN 38237

Tel#7315144318

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/24	297293				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL VIRTUAL ACADEMY TRAINING ACCOUNTS TO INCLUDE: FULL CATALOG
-07/01/2021-08/01/2022; ALL TRAINING COURSES AVAILABLE AT TIME OF INVOICE;
***ALL NEW POST APPROVED TRAINING COURSES IMPLEMENTED DURING THE INVOICE
PERIOD LISTED ABOVE ***DIGITAL DOCUMENT REPOSITORY ***COMMUNICATION MODULE
***24/7 TECH SUPPORT ***IMPLEMENTAITON TRAINING AND GUIDES CUSTOMIZED,
BRANDED TRAINING WEBSITE. INVOICE: VA12906

001	VIRTUAL ACADEMY APOSTC APPROVED TRAINING. THIS REPLACES AELECTS TRAINING. TO INCLUDE: FULL CATALOG -08/01/2024-08/01/2025; ALL TRAINING COURSES AVAILABLE AT TIME OF INVOICE; ***ALL NEW POST APPROVED TRAINING COURSES IMPLEMENTED DURING THE INVOICE PERIOD LISTED ABOVE ***DIGITAL DOCUMENT REPOSITORY ***COMMUNICATION MODULE ***24/7 TECH SUPPORT ***IMPLEMENTAITON TRAINING AND GUIDES CUSTOMIZED, BRANDED TRAINING WEBSITE RENEWAL	500.00 EACH	40.00000	20000.00
1	1000.30.15.1530.1530.1530.0000.0000.42110.			20000.00

Bill To	Requisition 00013226-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL	ACAPOLICE HEADQUARTERS
317 S LINDELL ST.	2460 GOVERNMENT STREET

MARTIN, TN 38237

Tel#7315144318

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/24	297293				POLICE ADMIN SERVICES

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

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 20000.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.		
	20000.00	1839721.85
POLICE ADMIN SERVICES EXP	DUES & SUBSCRIPTION	

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

Activity	Date	Clerk	Comment
Approved	08/22/24	DONALD ROSE	Approved by: 9105fola
Approved	08/22/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/22/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	08/22/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	08/22/24	JOHN PAINE	Auto approved by: 910516727
Approved	08/22/24	MICHAEL SPAFFORD	Auto approved by: 910516727

=====	=====
Bill To	Requisition 00013226-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL	ACAPOLICE HEADQUARTERS
317 S LINDELL ST.	2460 GOVERNMENT STREET

MARTIN, TN 38237

Tel#7315144318

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----
Date Ordered	Vendor Number
08/01/24	297293
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 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 Faro Technology for three-year subscription renewal for Faro Scene 3D visualization software and equipment support services for MPD.

Amount of Contract:

\$16,280.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240826 Faro Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 September 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 Faro Technology

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Faro Technology for three-year subscription renewal for
Faro Scene 3D visualization software and equipment support services for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,280.00

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, portions bid exempt as software and 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>13556</u>	2024	(1530) POLICE ADMIN SERVICES	THREE-YEAR SUBSCRIPTION RENEWAL FOR FARO SCENE 3D VISUALIZATION SOFTWARE AND EQUIPMENT SUPPORT SERVICES FOR MPD (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$16,280.00	<u>(295540) FARO TECHNOLOGY</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013556-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1538.1530.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
FARO TECHNOLOGY
250 TECHNOLOGY PARK

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

LAKE MARY, FL 32746

MOBILE, AL 36606

Tel#866-869-8079

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	295540				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

PER STATE OF ALABAMA CODE: 41-16-51(a)(8) SOFTWARE EXEMPTION.

3 YEAR RENEWAL PER QUOTATION NO:02202203.
CONTRACT DATE: 10/01/2024 - 09/30/2024.

ORIGINAL PURCHASE (PO #190177388) PER GSA SCHEDULE 84 GS-07F-197GA
9/29/17-9/28/22

001	SCENE MAINT - 3Y RENEWAL CONTRACT	1.00	2750.00000	2750.00
	DATE: 10/01/2024 - 09/30/2027	EACH		
	997072391243346125			
	ITEM:SMAR0900-3Y			
	Vendor Item			

1	1000.30.15.1530.1538.1530.0000.0000.42110.	2750.00
---	--	---------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013556-00 FY 2024 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42110. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor FARO TECHNOLOGY 250 TECHNOLOGY PARK LAKE MARY, FL 32746 Tel#866-869-8079	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
08/09/24	295540				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
002	FARO ZONE 3D EXPERT MAINTENANCE RENEWAL 3Y ZONE 3D EXPERT ANNUAL MAINTENANCE RENEWAL INCLUDES PRODUCT UPDATES AND UPGRADES (AS AVAILABLE), INCLUDING TOP TIER TECHNICAL SUPPORT FOR THREE YEARS. CUSTOMER MUST BE ON THE MOST CURRENT SOFTWARE RELEASE TO PURCHASE THE PLAN. CONTRACT DATE: 10/01/2024 - 09/30/2027 2129181836 ITEM NUMBER: SMAR51007-3Y Vendor Item	1.00 EACH	2310.00000	2310.00

1 1000.30.15.1530.1538.1530.0000.0000.42110. 2310.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	FOCUS STANDARD COMPLETE CARE - 3YEAR RENEWAL COMPLETE CARE COVERAGE FOR FOCUS STANDARD SCANNERS. INCLUDES PARTS AND LABOR	1.00 EACH	11220.00000	11220.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013556-00 FY 2024 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42110. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 3

Vendor
 FARO TECHNOLOGY
 250 TECHNOLOGY PARK

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAKE MARY, FL 32746

MOBILE, AL 36606

Tel#866-869-8079

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	295540				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
FOR REPAIRS AND ANNUAL CLEANING AND CALIBRATION. THREE YEAR RENEWAL. CONTRACT DATE: 10/01/2024 - 09/30/2027 LLS081915613 ITEM NUMBER: SV2-SCNB-3Y-R Vendor Item			

1 1000.30.15.1530.1538.1530.0000.0000.42110.	11220.00
--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total	16280.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1538.1530.0000.0000.42110.	16280.00	1839721.85
INVESTIGATIVE SVC DIV EXP		
DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment

RESOLUTION

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

Adopted:

Assistant City Clerk

**NOTICE OF HEARING TO CONSIDER ADOPTION OF THE 2024-
2025 GENERAL FUND, CAPITAL IMPROVEMENT FUND, AND
CONVENTION CENTER FUND BUDGETS**

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 20, 2024, a public hearing will be held on September 3, 2024, at 10:30 a.m., to consider adoption of the 2024-2025 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.



Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Mayor S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
the 2024-2025 General Fund, Capital Improvements Fund, and Convention Center Fund
budgets are adopted.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor
Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember

Purpose and Scope of Project:

To provide additional Professional Engineering Services

Amount of Contract:

\$68,011.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Sage Ave. to West I-65 at Springhill Memorial Contract Amendment (Mott MacDonald) 8.28.2024

REVIEWERS:

Lashey Williams
Nicholas Amberger
Laura Angle
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmembers Penn, Daves, and Gregory

WHEREAS, the City entered into a contract dated September 25, 2018 with Mott MacDonald Alabama, LLC for engineering services on the project known as Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) Project, City of Mobile Project No. 2018-3005-26, ALDOT Project No. STPMP-7533(601); and

WHEREAS, the design fee cost is to be shared between the City of Mobile (20%) and the Alabama Department of Transportation (80%); and

WHEREAS, the Contract amount for the engineering services are based on fee negotiations between the City of Mobile & Alabama Department of Transportation with Mott MacDonald Alabama, LLC; and whereas, the current contract amount includes the original contract and Supplemental Agreement (No. 1) and totals \$863,960.00; and

WHEREAS, the contract provides on Page 3, Exhibit C that additional services may become necessary or desirable and “payment for extra work will be negotiated by supplemental agreement”, and Supplemental Agreement (No. 2), approved by the Alabama Department of Transportation, for professional engineering fees for design to adjust the amount of compensation to Mott MacDonald Alabama, LLC was negotiated, thereby increasing professional engineering fees by \$68,011.00 to a total of \$931,971.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$68,011.00, for a total of \$931,971.00, to be paid to Mott MacDonald Alabama, LLC for engineering services on the Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) Project.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5079



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Nicholas Amberger

Sponsored by:

Benjamin Reynolds, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Non-Exclusive Access Easement and Right of Way Agreement for ingress, egress and utilities, as needed for access to 4231 Shipyard Road, Mobile, AL 36619.

Amount of Contract:

\$10,000.00

Funding Source

C0983-2000-48040

ATTACHMENTS:

1. Resolution Access Easement-Creekline
2. Agreement SIGNED ROW to COM 2024
3. CAPITAL SUM SIGNED Creekline Access

REVIEWERS:

Stacey Howard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk, and they hereby are, hereby authorized and directed to execute and attest, respectively for and on behalf of the City of Mobile, the Non-Exclusive Access Easement and Right of Way Agreement for public access to Halls Mill Creek via Shipyard Road. Said agreement between CREEKLINE, INC. and the City of Mobile for and in consideration of the sum of TEN THOUSAND AND NO/00 (\$10,000.00) DOLLARS, as needed as a right of way easement for vehicular and pedestrian ingress and egress, and the installation and maintenance of utility, drainage, and sewer fixtures and facilities.

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

STATE OF ALABAMA

COUNTY OF MOBILE

NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY AGREEMENT

THIS CONVEYANCE of NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY is made and entered into by and between **CREEKLINE, INC., an Alabama corporation, as Grantor, and the CITY OF MOBILE, a municipal corporation, as Grantee, to wit:**

FOR AND IN CONSIDERATION of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, undersigned paid by Grantee, together with other good and valuable consideration, including the covenant and promise of the Grantee to the Grantor set forth hereinafter, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Grantor does hereby grant, bargain, donate and convey to Grantee, its successors, assigns, invitees and licensees, the following described perpetual non-exclusive access easement and right-of-way, to be used for the purposes and in the manner hereinafter set forth, to-wit:

RIGHT-OF-WAY AND EASEMENT
FOR INGRESS, EGRESS AND UTILITIES

A perpetual, non-exclusive right-of-way and non-exclusive access easement appurtenant to and running with the land of the Grantee for vehicular and pedestrian ingress and egress and for the installation and maintenance of utility, drainage and sewer fixtures and facilities, together with the right to construct, install, operate and maintain all such fixtures and facilities and to construct, install, operate and maintain all such equipment, fixtures, facilities and appurtenances as shall be necessary in connection with the installation and maintenance of public and/or private utilities over, along and under the following described lands:

COMMENCING AT A POINT WHERE THE EAST AND WEST HALF SECTION LINE OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA INTERSECTS THE WEST LINE OF THE L&N RAILROAD RIGHT-OF-WAY (100' R/W); THENCE RUN NORTH 28°-42'-16" EAST ALONG SAID WEST LINE A DISTANCE OF 2,788.27 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ACCESS EASEMENT; THENCE RUN NORTH 61°-14'-08" WEST A DISTANCE OF 77.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHIPYARD ROAD (VARIABLE R/W); THENCE RUN NORTH 28°-42'-40" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 61°-14'-08" EAST A DISTANCE OF 77.77 FEET TO A CRIMP TOP PIPE ON THE WEST RIGHT-OF-WAY LINE OF SAID L&N RAILROAD; THENCE RUN SOUTH 28°-42'-16" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 0.11 ACRE, MORE OR LESS.

which shall be appurtenant to and shall run with the land of the Grantee described in Exhibit "A" attached hereto.

TOGETHER with all and singular the rights and privileges necessary for the full use and enjoyment of the right-of-way and easements hereby conveyed to Grantee.



AND CITY OF MOBILE, within City of Mobile standards, covenants, agrees and promises to pave the gravel portion of Shipyard Road from its intersection with Crown Drive, north to the above described access and utilities easement within 24 months of the date of acquisition by the City of Mobile of the property described in Exhibit "A", without cost to the Grantor, subject to the improvements being included in the PayGo program and approved by referendum if the development extends into 2025. CITY OF MOBILE will also upgrade and improve the railroad crossing access located between the above described access easement and the property described in Exhibit "A", as needed, in conjunction with CSX Transportation.

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns, invitees and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the 28th day of May 2024.

CREEKLINE, INC.

BY:

WILLIAM M. LYON, JR.

ITS: President

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared WILLIAM M. LYON, JR., whose name as President of CREEKLINE, INC., a corporation, is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he, in his capacity aforesaid, executed the same voluntarily and with full authority on behalf of said corporation.

Given under my hand and seal on this the 28 day of May, 2024.

Betina K. Bailey
Notary Public

My Commission expires:

09/22/2026



Alabama State At Large
Notary Public
Betina K Bailey
My Commission Expires 09/22/2026

CITY OF MOBILE

BY: _____
WILLIAM S. STIMPSON
Its Mayor

ATTEST:

BY: _____
LISA C. LAMBERT
Its City Clerk

This Instrument Prepared By:
Pierce Ledyard Johnston, PC
3801 Airport Boulevard
Mobile, AL 36608

EXHIBIT "A"

COMMENCING AT A POINT WHERE THE EAST AND WEST HALF SECTION LINE OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA INTERSECTS THE WEST LINE OF THE L&N RAILROAD RIGHT-OF-WAY (100' R/W); THENCE RUN NORTH 28°-42'-16" EAST ALONG SAID WEST LINE A DISTANCE OF 3.054.65 FEET; THENCE RUN SOUTH 61°-17'-56" EAST A DISTANCE OF 100.35 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN SOUTH 28°-42'-04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 198.55 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 68°-05'-28" EAST A DISTANCE OF 373.43 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 82°-20'-28" EAST A DISTANCE OF 17.95 FEET TO A CAPPED REBAR (WATTIER); THENCE CONTINUE SOUTH 82°-20'-28" EAST A DISTANCE OF 39 FEET, MORE OR LESS, TO THE MEAN HIGH TIDE LINE OF HALLS MILL CREEK; THENCE RUN NORTHWARDLY ALONG THE MEAN HIGH TIDE LINE OF HALLS MILL CREEK A DISTANCE OF 1,654 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF SAID L&N RAILROAD; THENCE RUN SOUTH 28°-42'-04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 276 FEET, MORE OR LESS, TO A CAPPED REBAR (WATTIER) (SAID CAPPED REBAR (WATTIER) BEING NORTH 03°-57'-35" EAST 606.18 FEET FROM THE LAST MENTIONED CAPPED REBAR (WATTIER)); THENCE CONTINUE SOUTH 28°-42'-04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 647.00 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 4.81 ACRES AND IS THE SAME PARCEL DESCRIBED AS PARCEL "A" IN THE STATUTORY WARRANTY DEED RECORDED IN LAND RECORD BOOK 7683, PAGE 341 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Halls Mill Creek Easement Acquis.

CAPITAL PROJECT # C0983 DATE OF RECEIPT _____

DEPT. PROJECT # RE-HM-0001-2024

PROJECT DESCRIPTION : Acquire Access Easement adn Right-of-Way

Agreement, for Halls Mill Creek Public Access Project, from Creekline, Inc.

CONTRACT AMOUNT \$ 10,000.00

VENDOR NAME Creekline, Inc.

VENDOR NUMBER 299296

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)*	Construction**	<u>ROW (Acquisitions)</u>	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X 5% of the 1st 50% ___ or If different, indicate special rate _____

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

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

Prepared by: [Signature] Date 8/19/2024

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Ricardo Woods, City Attorney

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 Naude Gouws

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Gouws

REVIEWERS:

Rebecca Barfield

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 Naude Gouws, 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



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Ricardo Woods, City Attorney

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 Tracy Driscoll

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Driscoll

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 Tracy Driscoll, 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



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: September 3, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Negotiated Settlement Agreement arising out of the claim of Wanda Hawkins

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Negotiated Settlement Agreement - Hawkins

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 Negotiated Settlement Agreement arising out of the claim of Wanda Hawkins, as outlined in the Negotiated Settlement Agreement. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, **AFFORDABLE HOME GULF COAST II, LLC**, an Alabama limited liability company, as owner of all the land abutting and affected by the right-of-way, easement, or etc. as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owner, that upon said vacation, Owner will own all of the right-of-way, easement, or etc. and will own all remaining interest in the vacated right-of-way, easement, or etc.; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the right-of-way, easement, or etc. which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; (c) an easement be excepted from this vacation and be retained in favor of Mobile Gas Service Corporation to operate and maintain existing facilities until they are either relocated or abandoned; and (d) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

ADOPTED:

City Clerk

EXHIBIT "A"

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20**

WHEREAS AFFORDABLE HOMES GULF COAST II, LLC, constitutes all of the abutting landowners surrounding an unused portion of the Ellis Avenue right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

____ Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right of way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile; and,

AND, WHEREAS, the above described area has never been paved and/or utilized as a right-of-way, is not needed as a right-of-way for any public purpose and the vacation of same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

13,583.426 square feet – area to be vacated

1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX):
89,577.858 square feet – west of area to be vacated
80,924.890 square feet – east of area to be vacated

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

\$ 2,766,800.00 – assessed as 1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX):

WHEREAS, AFFORDABLE HOMES GULF COAST II, LLC desires to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned AFFORDABLE HOMES GULF COAST II, LLC, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the Ellis Avenue right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

 Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has hereunto caused this petition to be executed by its duly authorized representative as of the dates set forth hereinbelow.

AFFORDABLE HOMES GULF COAST II, LLC,

an Alabama limited liability company

By: T-HA
Name: Terry Harbin
Its: MANAGING MEMBER
Date: 8/8/2024

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Terry Harbin, whose name as MANAGING MEMBER of Affordable Homes Gulf Coast II, LLC, an Alabama limited liability company, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such MANAGING MEMBER with full authority, executed the same voluntarily as attorney for ~~the AFFORDABLE HOMES~~ the day the same bears date.

Given under my hand and official seal of office on this the 8 day of ^{August} ~~July~~, 2024.

Jammy Stewart Pettis
NOTARY PUBLIC

My Commission Expires: 7-15-2025

[AFFIX SEAL]



261 Rickaby St
Mobile AL, 36602
Parcel#2910282001011.000
Key#922592
Current instrument of record #1023072532, 12/18/2023

Site Data:
 Zoning - R-1 (resubdiv) City of Mobile
 Number of lots - 23
 Total Acreage - 4.226 ac. (184086.175 sq.ft.)
 Minimum Lot Area (required) - 6000 sq.ft.
 Minimum Lot Area (measured) - 6436.603 sq.ft.
 Linear feet in street - 677.87'
 Building Setbacks
 Front - 25'
 Rear - 5'
 Side - 5'
 Utility Easement - 10' front lines, 5' interior side
 Watershed - Dog River

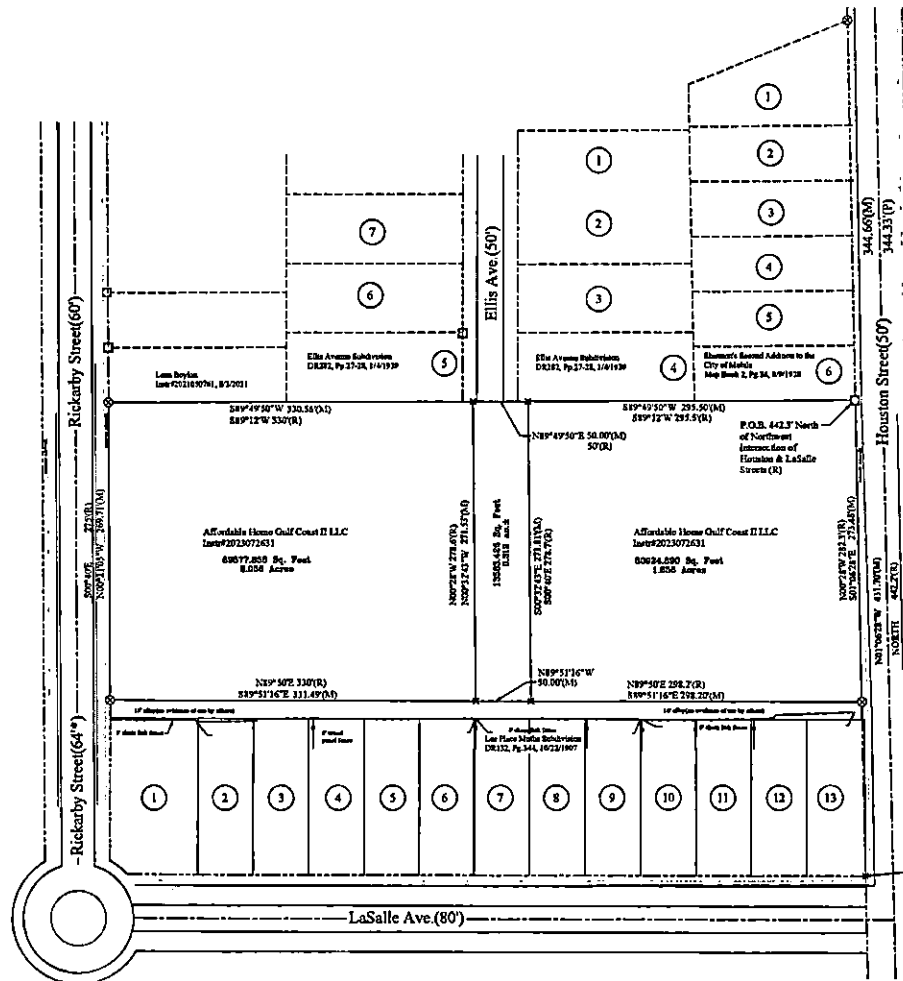
Beginning at a point on the west side of Houston St

SURVEYOR'S CERTIFICATE:
I, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, this 19th day of June, 2024.

Relative Error of Closure
Suburban
177,500 ± 10" X sq.root of # of angles
The Basis of Bearings for this survey is Alabama State Plane
Grid (West Zone) determined by GNSS observations

NAME	DATE	APPROVED FOR ISSUANCE		BEYOND MEASURE SURVEYING 1000 Woodward Ave. WILLY, MI. 49095 (517) 762-7007
PROJECT NO.		DAVID ENGINEERING, INC.		
DATE OF STUDY				
SCALE 1" = 40'		Site Work Road Y-section		
DESIGNED BY		301 Phoebe Road Mableton, GA 30056		

Together with and subject to all rights of way, covenants, easements and restrictions of record.



FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD FLOOD ZONE "X"
AS SHOWN AND DESIGNATED ON FEMA FIRM, MOBILE COUNTY, ALABAMA,
MAP#01097C00716L, COMMUNITY#015001, MAP EFFECTIVE DATE 6/5/2020

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS Affordable Gulf Coast Homes II, LLC, an Alabama limited liability company, constitutes all of the owners of land abutting a portion of the public right-of-way known as Ellis Ave, said right-of-way being more particularly described as follows, to-wit:

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS, Affordable Gulf Coast Homes II, LLC desires to vacate said right-of-way, have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 13,583.426 SF – area to be vacated; 89,577.858 SF – tract west of area to be vacated; 80,924.890 SF – tract east of area to be vacated; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: \$2,766,800.00 – assessed as 1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of Ellis Avenue as shown by a copy of a Resolution adopted by such governing body and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, Affordable Homes Gulf Coast II, LLC, declares the following described right-of-way of Ellis Avenue to be, and is hereby, vacated:

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of Elli Avenue so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

AFFORDABLE HOMES GULF COAST II, LLC,

an Alabama limited liability company

By: T-H-H-e
Name: Terry Harbin
Its: Managing Member
Date: August 8, 2024

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Terry Harbin, whose name as Managing Member of Affordable Homes Gulf Coast II, LLC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of the limited liability company on the day the same bears date.

Given under my hand and official seal of office on this the 8 day of August, 2024.

Jimmy Stewart Pettis
NOTARY PUBLIC
My Commission Expires: 7-15-2025

Grantor's Address:

Affordable Homes Gulf Coast II, LLC
9140 Wallcross Ct
Mobile, Alabama 36695

Grantee's Address:

Affordable Homes Gulf Coast II, LLC
9140 Wallcross Ct
Mobile, Alabama 36695

**PREPARED BY WITHOUT
WARRANTY AS TO TITLE:**

Kara M. Garstecki, Esq.
KMG LAW LLC
206 Carmel Dr E
Mobile, Alabama 36608

EXHIBIT A

SURVEY

[SEE ATTACHED]

Street Vacation - Ellis Ave.

361 Rickaby St.
Mobile AL, 36602
Parcel#202300101.000
Legal#23292
Current instrument of record #1623072632, 12/19/2023

Current Title Holder
Affordable Home Gulf Coast II, LLC
9140 Reddingham Ct.
Mobile, AL 36695

Site Data:
Zoning - R-1 (suburban) City of Mobile
Number of lots - 22
Total Acreage - 4.226 ac. (184,006.175 sq ft.)
Minimum Lot Area (required) - 6000 sq ft.
Minimum Lot Area (measured) - 6436.603 sq ft.
Linear feet in streets - 677.87
Building Setbacks
Front - 25'
Rear - 8'
Side - 5'
Utility Easement - 10' from lines, 5' interior side lines
Waterbody - Dog River

Record Deed Affordable Home Gulf Coast II, LLC
[Instrument#202307263]

Beginning at a point on the west side of Houston Street 442.3 feet north from the north-south intersection of Houston and LaSalle Streets, and running thence south 89 degrees and 12 minutes west 295.5 feet; thence south 40 minutes east 278.7 feet; thence north 89 degrees and 50 minutes east 298.2 feet to the east line of Houston Street; and thence north one degree and 28 minutes west along the west line of Houston Street 282.5 feet to the starting point.
Also, starting at that point which is 50 feet south 89 degrees and 12 minutes west from the northwest corner of the parcel of land here above described and running thence south 89 degrees and 12 minutes west 330 feet to the east line of Rickaby Street; thence south 40 minutes east along the east line of Rickaby Street, 275 feet; thence north 89 degrees and 50 minutes east 330 feet; and thence north 40 minutes west 278.6 feet to the starting point.

SURVEYOR'S CERTIFICATE:
I, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, this 19th day of June, 2024.

Rene Hargis
Rene Hargis
AL PL5440196-S

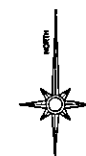
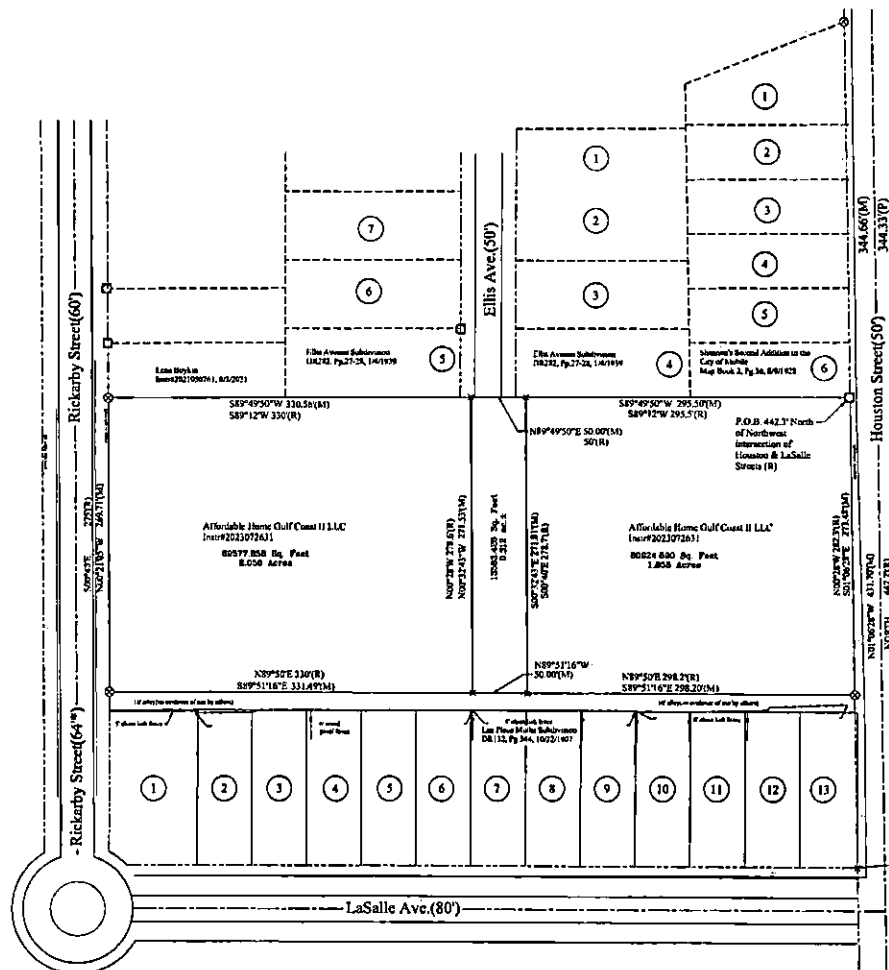


Admission or deletion to survey drawings by any other person(s) than the signing party or parties is prohibited without written consent of the signing party or parties.

Relative Error of Closure
Suburban
1/7500' & 20" X on each of 8 of angles
The Basis of Bearings for this survey is Alabama State Plane
Grid (West Zone) determined by GNSS observations

Property	Area	Owner/Holder	Deed/Instrument
361 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
363 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
365 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
367 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
369 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
371 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
373 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
375 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
377 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
379 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
381 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
383 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
385 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
387 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
389 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
391 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
393 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
395 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
397 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
399 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263
401 Rickaby St.	0.1000	Affordable Home Gulf Coast II, LLC	202307263

Area of Interest
(Vacation of right of way for Ellis Ave.)
Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.
Together with and subject to all rights of way, covenants, easements and restrictions of record.



- LEGEND**
- = REBAR SET (1/2" X 18" CAPPED MARKED BMS 40196-S) FOUND
 - ⊗ = REBAR FOUND (1/2" MARKED POLYSURV)
 - = 1" OD IRON PINCH PIPE FOUND
 - × = SURVEY POINT, NO MONUMENT
 - M = MEASURED DIMENSION
 - P = PLATTED DIMENSION
 - R = RECORD DEED DIMENSION
 - = FENCE LINE FOUND
 - - - - - = APPROXIMATE CENTERLINE
 - · - · - = APPARENT RIGHT-OF-WAY
 - = BOUNDARY LINE

FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD FLOOD ZONE "X" AS SHOWN AND DESIGNATED ON FEMA FIRM, MOBILE COUNTY, ALABAMA, MAP#01099C078L, COMMUNITY#01500, MAP EFFECTIVE DATE 6/5/2020



July 19, 2024

VIA CERTIFIED MAIL AND ELECTRONIC MAIL

Mr. Donnie Little
Construction Specialist II
Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607
Donnie.little@comcast.com

Mr. Darryl Russell
Planning & Engineering Manager
Mobile Area Water & Sewer System
P.O. Box 180249
Mobile, AL 36618-0249
drussell@mawss.com

Mr. Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
Brad.sadler@att.com

Mr. Jeff Wilcox
Ms. Lacey Witherington
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
Jeff.wilcox@spireenergy.com
Lacey.witherington@spireenergy.com

Mr. Eric Boykin
Alabama Power Company
P.O. Box 2247
Mobile, AL 36652
elboykin@southernco.com

Re: Street Vacation – Ellis Avenue, Mobile, Alabama

To Whom It May Concern:

I represent Affordable Homes Gulf Coast II, LLC (AHGC), which intends to petition the Mobile City Council to vacate a portion of the public right-of-way, Ellis Avenue, located in Mobile, Mobile County, Alabama and in the middle of property which has been purchased from the City of Mobile by AHGC. The portion of Ellis Avenue which AHGC is requesting to be vacated is legally described as follows:

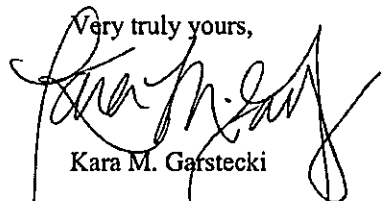
Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.



I have also enclosed a survey showing the location of the portion of Ellis Avenue which AHGC would like to have vacated. It has never been paved or utilized as a public right-of-way. Pursuant to Section 57-17(5) of the Alabama Code:

(5) The person(s) submitting the petition, or their designee, shall be responsible for notifying in writing all utility companies (including but not limited to Mobile Area Water and Sewer System, Alabama Power, Spire, AT&T, and Comcast Cable), and any other person or entity that has any easement or right-of-way that would be affected by the proposed vacation, of the proposed request for vacation. Such notification shall contain a request that the utility or other easement or right-of-way holder consent in writing to the vacation, or submit written objection thereto. Such written responses from the utilities or other easement or right-of-way holders shall be provided to the city clerk at the time that the written petition is submitted.

I would appreciate your response of consent or objection to this request at your earliest convenience. Please contact me if you have any questions or would like to discuss this request further.

Very truly yours,

Kara M. Garstecki

KMG

cc: Terry Harbin (via e-mail)

Street Vacation - Ellis Ave.

281 Rickarby St.
Mobile AL, 36602
Parcel#291024261011000
Legal#02292
Current dimensions of record #103072631, 12/18/2023

Current Title Holder
Affordable Homes Gulf Coast II, LLC
9140 Hedderham Ct.
Mobile, AL, 36605

Site Data:
Zoning: B-4 (suburban) City of Mobile
Number of lots: 22
Total Acreage: 4.226 ac. (184,061.77 sq ft.)
Minimum Lot Area (required): 4,000 sq ft.
Minimum Lot Area (measured): 6,416.663 sq ft.
Largest lot in street: 677.87
Building setbacks:
Front: 25'
Rear: 8'
Side: 5'
Utility Easement: 10' front lines, 5' exterior side lines
Waterbody: Dog River

Record Deed Affordable Home Gulf Coast II LLC
Instrument#2910272631

Beginning at a point on the west side of Houston Street 442.3 feet north from the Northwest intersection of Houston and LaSalle Streets, and running thence south 89 degrees and 12 minutes west 295.3 feet; thence south 40 minutes east 278.7 feet; thence north 89 degrees and 50 minutes east 244.2 feet to the east line of Houston Street; and thence north one degree and 28 minutes west along the west line of Houston Street 382.3 feet to the starting point.
Also, starting at that point, which is 50 feet south 89 degrees and 12 minutes West from the southwest corner of the parcel of land last above described and running thence south 89 degrees and 12 minutes West 350 feet to the east line of Rickarby Street; thence south 40 minutes east along the east line of Rickarby Street 275 feet; thence north 89 degrees and 50 minutes east 330 feet; and thence north 40 minutes west 278.6 feet to the starting point.

SURVEYOR'S CERTIFICATE:
I, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, this 19th day of June, 2024.

Reese Hargel
Reese Hargel
AL PLS#40196-S



Addition or deletion to survey drawings by any other person(s) than the signing party or parties is prohibited without written consent of the signing party or parties.

Relative Error of Closure
Suburban
1/7,500' ± 20" X request of # of angles
The Date of Drafting for this survey is Alabama State Plane
Grid (West Zone) determined by GNSS observations

Drawn by	DATE	BY	DATE	BY	DATE
Surveyor	06/19/2024	Surveyor	06/19/2024	Surveyor	06/19/2024
Checker	06/19/2024	Checker	06/19/2024	Checker	06/19/2024
Reviewer	06/19/2024	Reviewer	06/19/2024	Reviewer	06/19/2024
Client	06/19/2024	Client	06/19/2024	Client	06/19/2024

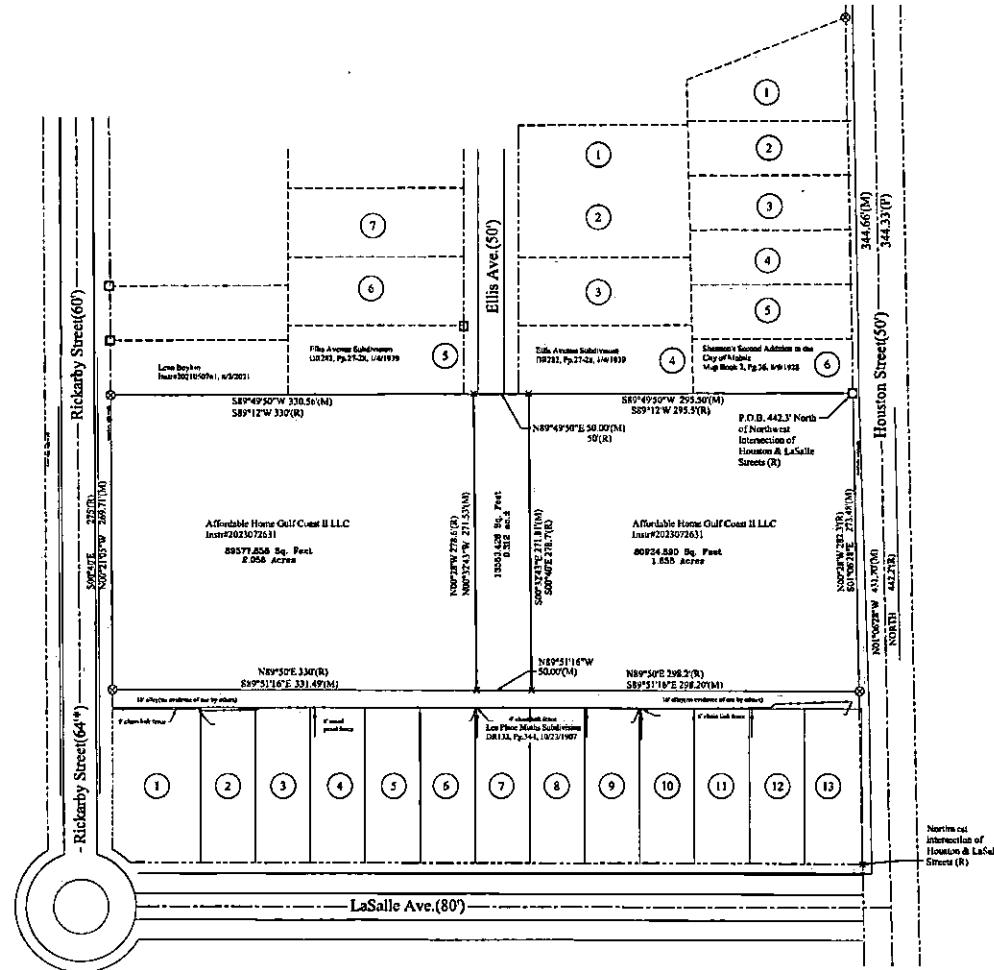
Area of Interest (Vacation of right of way for Ellis Ave.)

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.



- LEGEND
- = REBAR SET (1/2" X 18" CAPPED MARKED BMS 40196-S) flush
 - ⊗ = REBAR FOUND (1/2" MARKED POLYSURV)
 - = 1" OD IRON PINCH PIPE FOUND
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 - R = RECORD DEED DIMENSION
 - = FENCE LINE FOUND
 - - - - - = APPROXIMATE CENTERLINE
 - - - - - = APPARENT RIGHT-OF-WAY
 - = BOUNDARY LINE



FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD FLOOD ZONE "X" AS SHOWN AND DESIGNATED ON FEMA FIRM, MOBILE COUNTY, ALABAMA, MAP#10107CD76L, COMMUNITY#01500, MAP EFFECTIVE DATE 6/5/2020



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

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

July 30, 2024

Kara Garstecki
KMG Law
206 Carmel Dr E
Mobile AL 36608

Dear Mrs. Garstecki,

This letter is written in response to your letter of July 25, 2024 wherein a request is made of AT&T for consent to the vacation of a portion of Ellis Av, as described in the attached survey of June 19, 2024. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

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

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Sadler".

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

7/31/2024

VIA ELECTRONIC MAIL

Attn: Kara M. Garstecki
Affordable Homes Gulf Coast, LLC c/o KMG Law
206 Carnell Dr. E.
Mobile, AL 36608

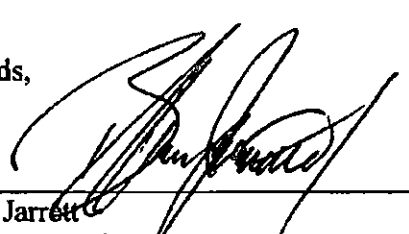
RE: Consent Requirement for Street Vacation- Ellis Avenue, Mobile, AL

Dear Ms. Garstecki,

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Should you require additional information, please contact me at 251-377-2271 or via email at bjarrett@southernco.com.

Regards,



Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosures

3248 Springhill Ave.
Mobile, Al. 36607
251-665-6635 Office
251-348-2234 Cell



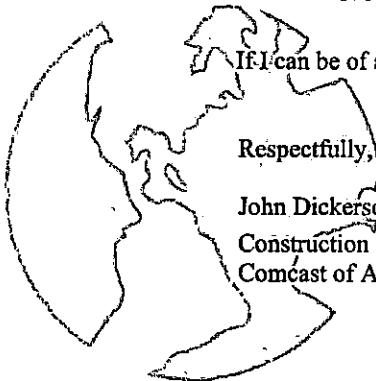
July 31, 2024

Kara M. Garstecki
206 Carmel Drive E
Mobile, Alabama 36608

Dear Mrs. Kara

In response to your letter dated July 19, 2024, concerning the street vacation of Ellis Avenue
Located on the Affordable Homes Gulf Coast II, LLC property. As shown on the attached survey,
Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-348-2234

A stylized graphic of a globe, showing the continents of North and South America. The globe is tilted and has a simple, clean design.

Respectfully,
John Dickerson
Construction Specialist II
Comcast of Alabama



July 26, 2024

Mr. Terry H. Harbin
9140 Wallcross Court
Mobile, AL 36695

RE: Request to Vacate the projected southern portion of Ellis Avenue
Lying within the former Mobile County School Board property.
(Woodcock Elementary) Parcel #R022910282001011.000 Section 28, T4S-R1W

Dear Mr. Harbin:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

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

Mobile Area Water & Sewer System,

A handwritten signature in black ink, appearing to read "Daryl B. Russell".

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

August 1, 2024

KMG Law Group
206 Carmel Drive E
Mobile, AL 36608

Re: Kara M. Garstecki

Vacation: Street Vacation – Ellis Avenue, Mobile, Alabama

KMG Law Group,

In response to Kara M. Garstecki letter dated July 19, 2024 relative to the above referenced Street Vacation – Ellis Avenue.

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

Sincerely,



Alex Sammet (Aug 5, 2024 08:34 CDT)
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: Kara M. Garstecki

Engineering Approval: _____
RJ

Systems Planning Approval: _____
WM

EXHIBIT B GIS MAP

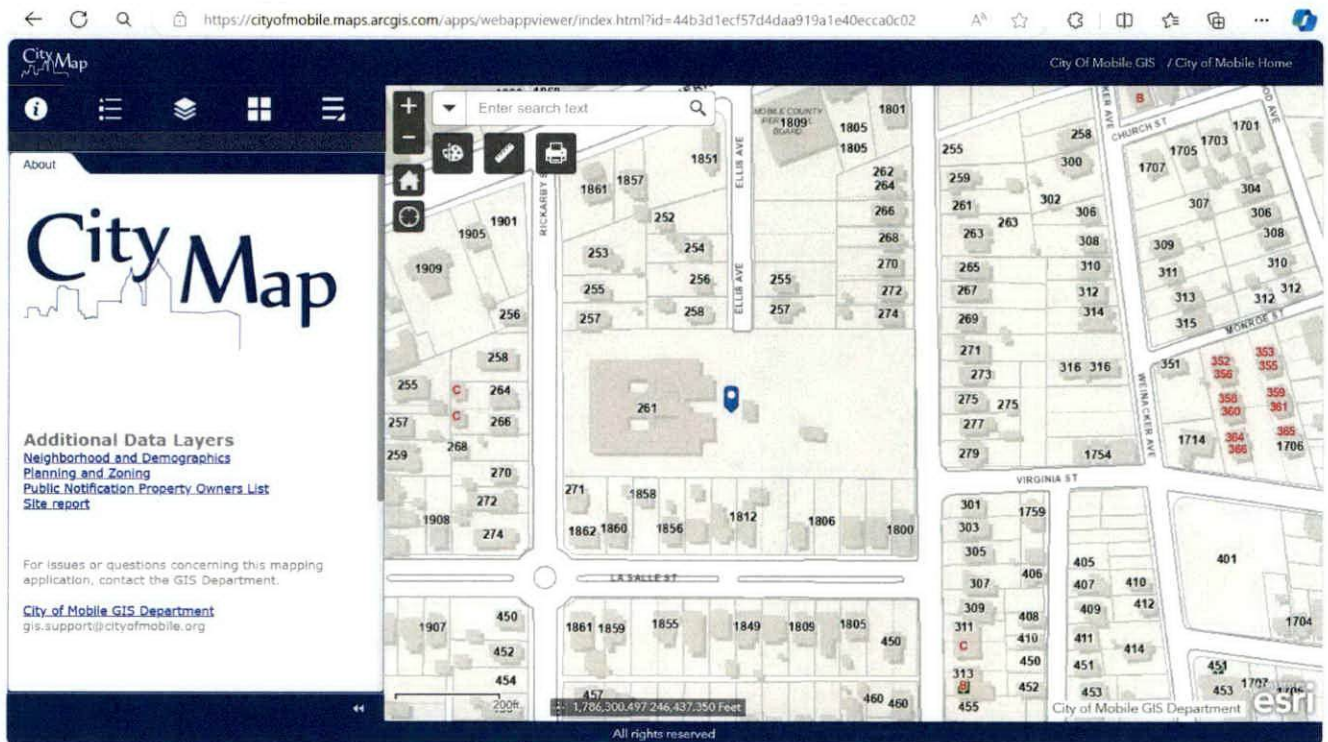


EXHIBIT C
AERIAL PHOTO

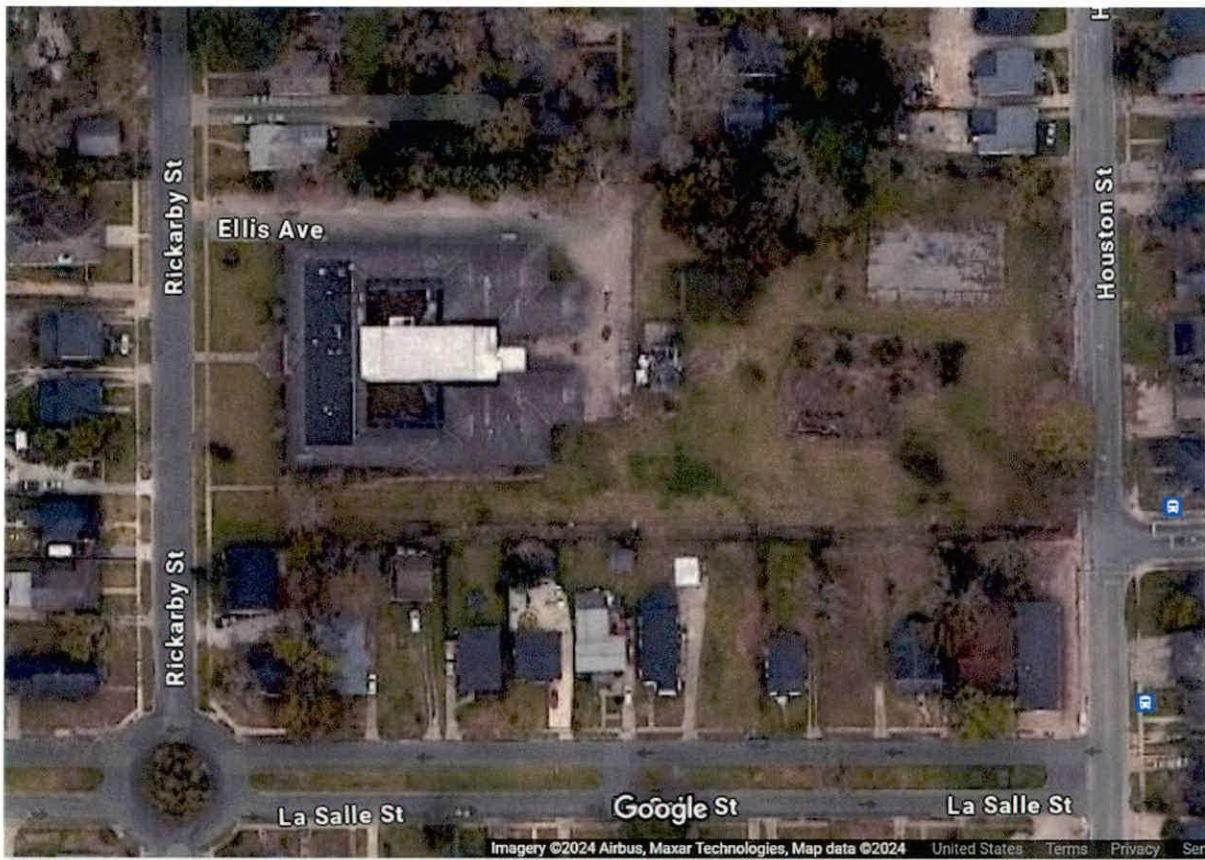


EXHIBIT B

SURVEY

[SURVEY TO BE INSERTED]



- A petition for vacation (containing notarized signatures of all abutting property owners).
- Correct legal description of the area sought to be vacated. This is included as part of the Petition application we completed. Do you need a separate document? - **No**
- A plat or survey that shows everything detailed on the attached. This is included as part of the Petition application we completed. Do you need a separate document? - **No**
- Current year fair market unimproved value as determined by the Mobile County Revenue Commissioner. This is included as part of the Petition application we completed. Do you need a separate document? - **No**
- W&U23 • A traffic impact study if required (requirements for this are explained on the attached). It is our understanding that this requirement was waived. – **The City's Traffic Eng. Dept. is the only department I am aware that can waive this requirement.**
- Please see "(e)" on the attached if the request is for a City maintained paved street or public way open to traffic. This is N/A, it is not paved or open to traffic. **Ok.**
- 3 sets of printed adhesive labels containing the names & addresses of the owner(s) of any abutting land. Terry Harbin of AHGC II owns all of the abutting land and is the applicant as well. Do you still need these? **Yes**
- An original declaration of vacation signed by all abutting land owners. Do you have a form or example you can send over? **Example attached.**
- A proposed Council resolution assenting to the proposed vacation. Do you have a form or example you can send over? **Example attached.**
- Letters from all utility companies. We have included these. **It's my understanding that Mr. Harbin will provide these.**
- A \$100 application fee paid by cash, check, or money order made payable to the City of Mobile. We will include a check for this amount. **Thank you.**

2 Attachments • Scanned by Gmail

Printing Tips

- 1 | Go to avery.com/templates
- 2 | Design using the template number for this product.
- 3 | Test print on plain paper.
- 4 | Change printer settings to "Labels" and print.

Need help?
Visit avery.com/help

Conseils d'impression

- 1 | Allez à avery.ca/gabarits
- 2 | Créez en utilisant le numéro de gabarit pour ce produit.
- 3 | Faites un test d'impression sur du papier ordinaire.
- 4 | Modifier le réglage de l'imprimante à "Étiquettes" et imprimez.

Besoin d'aide?
Visiter avery.ca/aide

Consejos de Impresión

- 1 | Visita avery.mx/plantillas
- 2 | Diseña la plantilla utilizando el código del producto.
- 3 | Prueba la impresión en un papel normal.
- 4 | Cambia la configuración de la impresora a "labels" o etiquetas e imprime.

¿Necesitas ayuda?
Visita avery.com/ayuda



Visit Avery® Now

Scan for access to printing tips, product information, help and more using your smartphone or tablet.

Scannez pour avoir accès aux conseils d'impression, l'informations produit de l'aide et plus à l'aide de votre smartphone ou tablette.

Escanea para acceder a sugerencias de impresión, información de productos, ayuda y mucho más utilizando tu teléfono móvil o tableta.



GENUINE / AUTHENTIQUE / GENUINO

Printing Tips

- 1 | Go to avery.com/templates
- 2 | Design using the template number for this product.
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Need help?
Visit avery.com/help

Conseils d'impression

- 1 | Allez à avery.ca/gabarits
- 2 | Créez en utilisant le numéro de gabarit pour ce produit.
- 3 | Faites un test d'impression sur du papier ordinaire.
- 4 | Modifier le réglage de l'imprimante à "Etiquettes" et imprimez.

Besoin d'aide?
Visiter avery.ca/aide

Consejos de Impresión

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- 2 | Diseña la plantilla utilizando el código del producto.
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Conseils d'impression

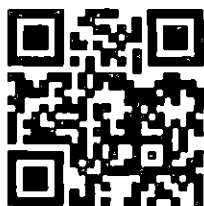
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GENUINE / AUTHENTIQUE / GENUINO

Gauthier, Lana

From: White, Jennifer
Sent: Monday, August 12, 2024 3:45 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Ellis Avenue

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960



From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

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

Gauthier, Lana

From: Morris, Anthony
Sent: Monday, August 12, 2024 3:45 PM
To: Gauthier, Lana; Stout, Carleen; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Ellis Avenue

Engineering does not have an objection of a vacation request for unused portion of Ellis Avenue.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

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Please advise if you have any objections.

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

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, August 13, 2024 1:42 PM
To: Terry Harbin
Subject: Ellis Ave. Vacation Request
Attachments: PZ response_Ellis Ave.pdf

Good afternoon,

Please see the attached memo from the City's Planning & Zoning department regarding your request for a portion of Ellis Avenue.

Thank you,

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



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

August 13, 2024

To: Lana Pafenbach

C: File
Planning & Zoning

From: Bert Hoffman

Re: Vacation of a portion of Ellis Avenue

The proposed vacation request is for an approximately 50-foot wide by 271-foot long segment of Ellis Avenue, extending South from Ellis Avenue. This segment of Ellis Avenue bisects the Woodcock Elementary School site and was never improved for vehicular access.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

A 22-lot subdivision of the Woodcock Elementary School site was approved by the Planning Commission at its July 18, 2024 meeting, allowing for new single-family residential development of the property. The vacation process should be completed prior to the recording of the Final Plat.

ROW VACATION REQUEST



DATE August 13, 2024

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

Gauthier, Lana

From: Hoffman, Bert
Sent: Tuesday, August 13, 2024 10:20 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Ellis Avenue
Attachments: 2024-08-13_PZ-MEMO_Ellis-Ave_request.pdf

Planning & Zoning comments attached.

No objection.

Bert Hoffman

Long Range Planning

BUILD MOBILE

hoffmanb@cityofmobile.org

(251) 208-5895

From: Gauthier, Lana <ana.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

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

Gauthier, Lana

From: Cink, Joseph
Sent: Tuesday, August 13, 2024 9:04 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Ellis Avenue

Lana,

Fire has no objections to this vacation.

Respectfully,



Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, AL 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Monday, August 12, 2024 3:44 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: RE: Vacation Request - Ellis Avenue

Engineering does not have an objection of a vacation request for unused portion of Ellis Avenue.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, August 12, 2024 11:41 AM
To: ~~Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout~~
~~(carleen.stout@cityofmobile.org); Cink, Joseph; Hoffman, Bert; Jennifer White~~
~~(whitej@cityofmobile.org); Kern, Chris; Nick Amberger~~
(nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)
Subject: Vacation Request - Ellis Avenue
Attachments: Ellisa Ave_packet.pdf

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

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

Gauthier, Lana

From: Stout, Carleen
Sent: Friday, August 16, 2024 3:56 PM
To: Gauthier, Lana; Morris, Anthony; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Ellis Avenue
Attachments: 0094_001.pdf

Lana – City Real Estate does not have an objection to this vacation. Fee assessment is attached – need to circle up with Jamey Roberts/Ricardo on it....City was the recent seller that might should have known there was a road through the middle of the property;.)))

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

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Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

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

Ellis Avenue Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2024	Sq. Ft.	TAXABLE VALUE / SF
261 Rickarby Street, Key No. 922292	\$145,100.00	89,578	\$1.62
261 Rickarby Street, Key No. 922292	\$145,100.00	80,925	\$1.79
258 Ellis Ave, Key No. 922452	\$8,000.00	10,000	\$0.08
257 Ellis Ave, Key No. 922461	\$8,000.00	6,400	\$1.25
1812 LaSalle St, Key No. 922354	\$12,000.00	20,164	\$0.59
1814 LaSalle St, Key No. 922363	\$8,000.00	14,910	\$0.54
Totals			\$5.87

Average

\$0.97

\$.97/ SF AVERAGE x 13,583 SF TO BE VACATED)= \$13,175.51 Real Estate Department Assessment.

*Per GIS and tax assessor, subject property is 1 Tract of land. Fair market value is \$290,200 for entire Tract.



- Search
- Pay Tax
- Forms

PARCEL #: 29 10 28 2 001 027.XXX	[111-E+]	Baths: 1.0	H/C Sqft: 1,574
OWNER: MILLS FELECIA	BON AIR/RICKARBY	Bed Rooms: 3	Land Sch: UN/05
ADDRESS: 258 ELLIS AVE MOBILE AL 36606	Land: 8,000	Imp: 67,800	Total: 75,800
LOCATION: 258 ELLIS AVE MO	Acres: 0.000	Sales Info: 01/22/2009 \$101,125	

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

Tax Year : 2024 ▼

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	H1	DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	2010
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		

CLASS USE:		TAX SALE:	
FOREST ACRES:	0	BOE VALUE:	\$0.00
PREV YEAR VALUE:	\$72,100.00		
KEY #:	922452		

VALUE

LAND VALUE 10%	\$8,000
LAND VALUE 20%	\$0
CURRENT USE VALUE	[DEACTIVATED] \$0

CLASS 2

CLASS 3			
GARAGE WD. FR.	24WFSMN		\$3,600
BLDG 1	111		\$64,200

TOTAL MARKET VALUE [APPR. VALUE: \$75,800]: \$75,800

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
6488-1086	1/22/2009
WD2516-748	7/5/2008
1810-179	7/5/2008
AD3952-188	7/10/1992

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/14/2023	2023	LERETA LLC	\$401.47
11/29/2022	2022	LERETA LLC	\$387.50
11/16/2021	2021	LERETA	\$387.50
11/20/2020	2020	LERETA FOR SERVISOLUTIONS	\$387.50
11/15/2019	2019	SERVISOLUTIONS	\$392.58
11/27/2018	2018	SERVISOLUTIONS	\$384.96
12/5/2017	2017	LERETA	\$374.96
11/17/2016	2016	LERETA	\$386.39
12/8/2015	2015	LERETA	\$340.67
11/17/2014	2014	LERETA	\$352.10
11/13/2013	2013	LERETA	\$363.53
11/14/2012	2012	LERETA LLC	\$374.96
11/14/2011	2011	LPS PROPERTY TAX SOLUTIONS	\$386.39
11/12/2010	2010	CORELOGIC	\$395.28
11/17/2009	2009	FIRST AMERICAN TAX SERVICE	\$947.42
1/21/2009	2008	T AN T INVESTMENTS LLC	\$947.42
	2007	CHECK	\$367.34
	2006	CHECK	\$274.63
	2005	VISA	\$274.63
	2004	CHECK	\$274.63
	2003	CHECK	\$256.85
	2002	VISA	\$256.85

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- News

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE
 Revenue Commissioner
 MOBILE COUNTY
 3925 Michael Blvd Suite G
 MOBILE AL 36607
 (251) 574-8510



- Search
- Pay Tax
- Forms

PARCEL #:	29 10 28 2 001 028.XXX	[111-E+]	Baths: 2.0	H/C Sqft: 0
OWNER:	BROWN TODD LONDON	BON AIR/RICKARBY	Bed Rooms: 0	Land Sch: UN/05
ADDRESS:	PO BOX 522 STAPLETON AL 36578-0522	Land: 8,000	Imp: 21,900	Total: 29,900
LOCATION:	257 ELLIS AVE MOBILE AL 36606	Acres: 0.000	Sales Info: 03/03/2023	\$17,500

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

Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAP

SUMMARY

ASSESSMENT				VALUE	
PROPERTY CLASS:	2	OVER 65 CODE:		LAND VALUE 10%	\$0
EXEMPT CODE:		DISABILITY CODE:		LAND VALUE 20%	\$8,000
MUN CODE:	14 MO	HS YEAR:	0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00	<u>CLASS 2</u>	
OVR ASD VALUE:	\$0.00			BLDG 1	111 \$21,900
CLASS USE:				<u>CLASS 3</u>	
FOREST ACRES:	0	TAX SALE:		TOTAL MARKET VALUE [APPR. VALUE: \$29,900]:	\$29,900
PREV YEAR VALUE:	\$29,000.00	BOE VALUE:	\$0.00	Assessment Override:	
KEY #:	922461			MARKET VALUE:	
				CU VALUE:	
				PENALTY:	
				ASSESSED VALUE:	

DEEDS		PAYMENT INFO	
INSTRUMENT NUMBER	DATE	PAY DATE TAX YEAR PAID BY	AMOUNT
2023012328	3/3/2023	3/28/2024 2023 TODD BROWN	\$394.25
2020047865	7/28/2020	12/30/2022 2022 BEVERLY M CRONENBERG	\$368.14
2020047863	5/6/2020	1/3/2022 2021 BEVERLY M CRONENBERG	\$368.14
2020047864	4/7/2020	1/8/2021 2020 BEVERLY CRONENBERG	\$129.74
6866-271	7/27/2011	12/31/2019 2019 BEVERLY CRONENBERG	\$143.42
6746-1592	1/28/2011	1/3/2019 2018 BEVERLY M CRONENBERG	\$143.42
789-769	7/5/2008	1/4/2018 2017 ARTHUR M CRONENBERG JR / BEVERLY M CRONENBERG	\$132.28
		12/29/2016 2016 ARTHUR M CRONENBERG JR	\$140.26
		1/5/2016 2015 ARTHUR M CRONENBERG JR BEVERLY M CRONENBERG	\$136.36
		1/26/2015 2014 ARTHUR M OR BEVERLY M CRONEBERG JR	\$135.70
		1/9/2014 2013 ARTHUR M. JR. & BEVERLY M. CRONENBERG	\$140.26
		1/9/2013 2012 ARTHUR M CRONINBERG JR OR BEVERLY M	\$143.68
		1/10/2012 2011 ARTHUR JR M AND BEVERLY M CRONEBERG	\$136.84
		2/1/2011 2010 TITLE GUARANTEE AND ABSRACT CO. OF MOBILE	\$274.91
		1/21/2010 2009 ARTHUR M JR OR BEVERLY M CRONEBERG	\$280.25
		1/30/2009 2008 CROENBERG,ARTHUR M JR. OR BEVERLY M	\$281.06
		2007 VISA	\$312.10
		2006 VISA	\$250.25
		2005 CHECK	\$232.48
		2004 VISA	\$237.80
		2003 CASH	\$230.21
		2002 CHECK	\$230.87

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NEW
COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574 3530



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PARCEL #: 29 10 28 2 001 017.XXX
OWNER: LAW BERRY JR & MARY
ADDRESS: 1812 LA SALLE ST MOBILE AL 36606-4311
LOCATION: 1812 LA SALLE ST MOBILE AL 36606-4311

[111-E+]
BON AIR/RICKARBY
Land: **12,000**
Acres: **0.000**

Baths: **1.0**
Bed Rooms: **0**
Imp: **43,500**
Sales Info: **12/01/1972 \$0**

H/C Sqft: **1,378**
Land Sch: **UN/05**
Total: **55,500**

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Tax Year: 2024

SUMMARY LAND BUILDINGS PAID PAYMENTS MAPS

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COUNTY MAP

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 Revenue Commissioner
 MOBILE COUNTY
 3925 Michael Blvd Suite G
 MOBILE AL 36609
 (251) 574-8930

SUMMARY

ASSESSMENT
PROPERTY CLASS: 2
EXEMPT CODE:
MUN CODE: 14 MO
SCHOOL DIST: 02
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0
PREV YEAR VALUE: \$52,800.00
KEY #: 922354

OVER 65 CODE:
DISABILITY CODE:
HS YEAR: 0
EXM OVERRIDE AMT: \$0.00

TAX SALE:
BOE VALUE: \$0.00

VALUE
LAND VALUE 10% \$0
LAND VALUE 20% \$12,000
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2
"PAVING CONCRET 34PCR04 \$1,300
CARPORT METAL P 25MPFNA \$3,200
BLDG 1 111 \$39,000

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$55,500]: \$55,500
Assesment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
1202-796	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/4/2023	2023	BERRY LAW JR	\$680.56
12/27/2022	2022	RUBY LAW	\$662.78
12/30/2021	2021	RUBY A LAW	\$662.78
12/17/2020	2020	RUBY A LAW	\$662.78
12/30/2019	2019	RUBY A LAW	\$679.29
12/27/2018	2018	RUBY LAW	\$679.29
12/28/2017	2017	MARY LAW	\$669.29
12/9/2016	2016	RUBY LAW	\$688.34
11/16/2015	2015	RUBY LAN	\$582.93
	2014		\$0.00
	2013		\$0.00
	2012		\$0.00
	2011		\$0.00
	2010		\$0.00
	2009		\$0.00
	2008		\$0.00



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PARCEL #: 29 10 28 2 001 018.XXX
OWNER: EK REAL ESTATE FUND I LLC
ADDRESS: 111 W 33RD ST #1901 NEW YORK NY 1012..
LOCATION: 1814 LA SALLE ST MOBILE AL 36606-4311

[111-DO]
BON AIR/RICKARBY
Land: **8,000**
Acres: **0.000**

Baths: **2.0**
Bed Rooms: **3**
Imp: **128,600**
Sales Info: **10/12/2022 \$135,000**

H/C Sqft: **1,966**
Land Sch: **UN/05**
Total: **136,600**

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Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574-8530

SUMMARY

ASSESSMENT
PROPERTY CLASS: 2
EXEMPT CODE:
MUN CODE: 14 MO
SCHOOL DIST: 02
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0
PREV YEAR VALUE: \$87,100.00
KEY #: 922363

OVER 65 CODE:
DISABILITY CODE:
HS YEAR: 0
EXM OVERRIDE AMT: \$0.00

TAX SALE:
BOE VALUE: \$0.00

VALUE
LAND VALUE 10% \$0
LAND VALUE 20% \$8,000
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2
UTILITY WOOD OR 26WDCCCL \$2,600
BLDG 1 111 \$126,000

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$136,600]: \$136,600
Assesment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2022066486	10/12/2022
7233-1941	4/22/2010
2022064350	4/16/2010
WD3162-487	7/5/2008
VL3195-625	7/5/2008
589-98	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/20/2023	2023	CORELOGIC	\$1,116.17
10/24/2022	2022	CLEAREDGE TITLE INC	\$477.67
1/7/2022	2021	ARNETTA L TAYLOR	\$272.31
3/8/2021	2020	BEVERLY THOMAS	\$277.58
1/21/2020	2019	BEVERLY THOMAS	\$283.77
2/11/2019	2018	BEVERLY THOMAS	\$291.65
2/27/2018	2017	BEVERLY THOMAS	\$298.00
12/30/2016	2016	BEVERLY THOMAS & ARNETTA TAYLOR	\$284.48
1/28/2016	2015	BEVERLY THOMAS	\$944.49
3/20/2015	2014	TAYLOR ARNETTA	\$1,016.93
3/5/2014	2013	BEVERLY THOMAS	\$1,034.07
2/4/2013	2012	BEVERLY THOMAS	\$1,076.38
1/3/2012	2011	THOMAS BEVELY	\$930.91
3/14/2011	2010	RICHETTA B DIXON	\$1,007.28
3/8/2010	2009	RICHETTA DIXON	\$1,027.66
2/16/2009	2008	LAKEISHA BRYANT	\$962.06
	2007	CHECK	\$908.45
	2006	CHECK	\$829.54
	2005	CASH	\$835.35
	2004	CHECK	\$784.86
	2003	CHECK	\$796.29
	2002	CHECK	\$775.38



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PARCEL #:	29 10 28 2 001 011.XXX	[720-D0]	Baths: 1.0	H/C Sqft: 0
OWNER:	CITY OF MOBILE C/O AFFORDABLE HOME GU..	MUNI 14 MOBILE PROPER	Bed Rooms: 0	Land Sch: MT/51
ADDRESS:	9140 BELLINGHAM CT MOBILE AL 36695-5..	Land: 290,200	Imp: 2,476,600	Total: 2,766,800
LOCATION:	261 RICKARBY ST MOBILE AL 36606-4331	Acres: 4.280	Sales Info: 12/11/2023	\$2,506,640

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SUMMARY

ASSESSMENT			VALUE		
PROPERTY CLASS:	2	OVER 65 CODE:	LAND VALUE 10%		\$0
EXEMPT CODE:	OTH	DISABILITY CODE:	LAND VALUE 20%		\$290,200
MUN CODE:	14 MO	HS YEAR:	CURRENT USE VALUE	[DEACTIVATED]	\$0
SCHOOL DIST:	2	EXM OVERRIDE AMT:			
OVR ASD VALUE:	\$0.00				
CLASS USE:					
FOREST ACRES:	0	TAX SALE:	CLASS 2		
PREV YEAR VALUE:	\$2,308,400.00	BOE VALUE:	"PAVING CONCRET	34PCR04	\$13,700
KEY #:	922292		FENCE CHAIN LIN	33CL096	\$6,600
			"PAVING ASPHALT	34PASP4	\$53,700
			GREENHOUSE WOOD/	30GW10K	\$3,700
			OTHER BLDG		\$2,398,900
			CLASS 3		
			TOTAL MARKET VALUE [APPR. VALUE: \$2,766,800]:		\$2,766,800
			Assesment Override:		
			MARKET VALUE:		
			CU VALUE:		
			PENALTY:		
			ASSESSED VALUE:		

DEEDS

INSTRUMENT NUMBER	DATE
2023072631	12/11/2023
2023054684	8/31/2023
6714-1157	10/4/2010
0-0	7/5/2008

PAYMENT INFO

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

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MOBILE AL 36609
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STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20**

WHEREAS AFFORDABLE HOMES GULF COAST II, LLC, constitutes all of the abutting landowners surrounding an unused portion of the Ellis Avenue right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right of way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile; and,

AND, WHEREAS, the above described area has never been paved and/or utilized as a right-of-way, is not needed as a right-of-way for any public purpose and the vacation of same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

13,583.426 square feet – area to be vacated

1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX):

89,577.858 square feet – west of area to be vacated

80,924.890 square feet – east of area to be vacated