



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, December 17, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

December 10, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Daniel Leonard for a waiver of the Noise Ordinance at 52 Westwood

Street on December 23, 2024, from 5:30 p.m. - 9:00 p.m. (District 1).

Request of Abbey Huguley for a waiver of the Noise Ordinance at 105 Williams Court on January 1, 2025, from 12:00 p.m. - 4:00 p.m. (District 1).

Request of The Strikers Society for a waiver of the Noise Ordinance at the Mobile Carnival Museum on December 27, 2024, from 7:00 p.m. - 12:00 a.m. (District 2).

Request of Ben Stubblefield for a waiver of the Noise Ordinance at 3903 Ashley Drive, S. on December 22, 2024, from 5:00 p.m. - 7:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider the application of Salute MedTrans, LLC to operate a non-emergency medical transport service.

Public hearing to consider assenting to the vacation of a portion of an alley adjacent to property located at Dauphin Heights and Upham Street (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass - housing, non-profits, and public safety.

Charlotte Stutts - introduce the MOB City Volleyball Club.

Apostle Valenia Green - homeless situation in Mobile.

Rev. Rey Bourn - homeless situation in Mobile.

Reggie Hill - public safety, Civic Center, contracts, budgeting, Settlements & Release of Claims, and formal responses with tax payers.

12. ORDINANCES HELD OVER

28-062 Ordinance to Amend Chapter 28 - Housing, Article V. - Residential Code, Sec. 28-52 of the Mobile City Code (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-063 Consider rezoning property located at 2660 Old Shell Road from R-1 and B-2 to B-2 (sponsored by Councilmember Penn).

64-064 Consider rezoning property located at 674 Western Drive from B-1 to B-3

(sponsored by Councilmember Penn).

88-065 Authorize the conveyance of City-owned land located on Shelton Beach Rd. Extension which is not now needed for public or municipal purposes (Councilmember Penn and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM).

13. CONSENT RESOLUTIONS HELD OVER

40-972 Declare the structure at 1302 Flicker Court a public nuisance and order it demolished (sponsored by Councilmember Small).

14. RESOLUTIONS HELD OVER

01-1217 Intergovernmental Agreement with Alabama Department of Environmental Management for environmental enforcement and management (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1218 Appoint Peters Drey to the Mobile Historic Development Commission (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1219 Appoint Ivy Thompson to the Mobile Historic Development Commission (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1220 Approve purchase order to Emergency Equipment Professional, Inc. for annual maintenance for fire apparatuses for MFRD; \$17,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1221 Approve purchase order to GT Distributors of Georgia, Inc. for Glock pistols for MPD; \$31,162.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1222 Approve purchase order to Gwins Stationery & Engraving, Inc. for printing and mailing of annual business license renewals; \$22,837.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1223 Approve purchase order to Hardy Chevrolet Buick GMC for Chevrolet Tahoe SUVs for MPD; \$3,676,572.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1224 Approve purchase order to Hughes Companies, Inc. for limestone for Hurtel Street parking lot; \$176,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1225 Approve purchase order to Magnuson Group, Inc. for waste cans for Convention Center; \$22,165.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1226 Approve purchase order to Toomey's Mardi Gras Candy Co., Inc. for moon pies and beads for Mardi Gras; \$19,044.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1227 Re-allocate Capital Project Funding to projects in the 2025 Capital Plan (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

09-1228 Transfer funds from Grant Match Holding Account to Capital Project CIP Parks-Taylor Park; \$500,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept. & Donna Bryars, Accounting Dept.).

09-1229 Amend the General Fund by increasing interest earned on Idle Funds & Investments, increasing transfers out, and increase transfers in from the General Fund to the Capital Fund (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

13-1230 Authorize Change Order No. 2 with Sabre Demolition Corporation for Civic Center new construction and demo, \$1,344,375.50 increase (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Infrastructure and Engineering, & Carleen Stout-Clark, REAM).

21-1231 Authorize Addendum 1 to contract with Axon/Fusus; \$1,625,332.80 (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

21-1232 Authorize contract with Butler Complete Services, LLC for landscaping services at various City locations; NTE \$142,540.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM, and Chad Holm, Building Services Dept.).

21-1233 Authorize contract with McCrory & Williams, Inc. for 2024 TAP Downtown Sidewalk Improvements; \$113,805.00; (sponsored by Councilman Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering & Infrastructure Dept.).

15. ORDINANCES BEING INTRODUCED

01-066 Ordinance to amend the City of Mobile, Alabama Municipal Code to establish the General Fund Reserves (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

58-1236 Declare weeds noxious, Weed Lien Group 1662.

58-1237 Assess costs for removal of weeds, Repeat Weed Lien Group 81.

58-1238 Assess costs for removal of weeds, Weed Lien Group 1660.

60-1239 Approve award of special bonus to the Firefighter of the Month; Wilson (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-1240 Approve award of special bonus to the Officer of the Month; Adams (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-1241 Determine an appropriation to Mobile Law Enforcement Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1242 Determine an appropriation to Housing First, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1243 Determine an appropriation to Housing First, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1244 Determine an appropriation to Housing First, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1245 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1246 Determine an appropriation to United Way of Southwest Alabama serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. CIP RESOLUTIONS INTRODUCED

13-1247 Authorize change order #2 with Parten Smith, Inc., for asphalt work at Westside Park, \$151,342.61 (sponsored by Councilmember Woods and Mayor

Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1248 Authorize contract with Jaguar Consulting, LLC for Westside Park ballfield and parking lighting improvements; \$69,000.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-1249 Authorize Agreement with PM Group, Inc. for strategic communication services (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

04-1250 Authorize Civic Center financing bonds reimbursement (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

08-1251 Approve purchase order to K & K Systems, Inc. for LED sign boards for Public Services; \$20,171.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1252 Approve purchase order to North American Fire Equipment Co., Inc. for variable-speed positive-pressure fans for MFRD; \$40,106.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1253 Approve purchase order to STONS, Inc. for annual renewal of [monday.com](https://www.monday.com) software for MPD; \$73,242.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1254 Approve order to Thompson Tractor Co., Inc. for standby generator for MPD; \$69,395.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1255 Approve purchase order to Wisperkool for portable air conditioning and heating unit for Tennis Center; \$41,350.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1256 Authorize contract with Mary Ann Merchant for 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

31-1257 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Homeland Security for FY24 Assistance to Firefighters grant; \$871,144.74 (10% local match) (sponsored by Mayor Stimpson) (submitted by Rob Lasky, Executive Director Public Safety).

37-1258 Consider the application of Salute MedTrans, LLC to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

40-1259 Authorize the sale of City-owned property located at 76 Beauregard Street, not now needed for public or municipal purposes (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Laura Angle, Grants Dept.).

40-1260 Accept deed for right-of-way and permanent drainage easement on Parkway Drive for the 2024 CIP Resurfacing Project (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Rosemary Ginn, Engineering Dept. and Carleen Stout-Clark, REAM Dept.).

47-1261 Consider assenting to the vacation of a portion of an alley adjacent to property located at Dauphin Heights and Upham Street (sponsored by Councilmember Penn).

47-1262 Consider a vacation fee as a condition of the vacation of a portion of an alley adjacent to property located at Dauphin Heights and Upham Street; \$5,737.97 (sponsored by Councilmember Penn).

60-1263 Authorize Settlement Agreement and Release of Claims; Cawthon (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Daniel Leonard

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514551168

Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 52 Westwood Street

Telephone No. 2514551168 E-mail address Drl1970schools@gmail.com

Location or address of event where amplification will be used:

52 Westwood Street

Date of Event: 12/23/24 Starting Time: 5:30 pm Ending Time 9:00 pm

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

Type of Event: Christmas party

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

CITY CLERK'S OFFICE

MOBILE, AL

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



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.

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Name of Applicant: Abbey Huguley

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-431-8616 Cell Number: 334-524-7711

Organization (if applicable) _____

Mailing Address of Applicant 114 Williams Court, Mobile, AL 36606

Telephone No. 334-524-7711 E-mail address abbeyhuguley@gmail.com

Location or address of event where amplification will be used:

105 Williams Court, Mobile, AL 36606

Date of Event: 1/1/2025 Starting Time: 12:00pm Ending Time 4:00pm

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

Type of Event: Block Party

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

CITY CLERK'S OFFICE

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

MOBILE, AL

WE, DEC 11, AM 11:24 RCV



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: Brooke Guesnard

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2517530079 Cell Number: 2517530079

Organization (if applicable) The Strikers Society

Mailing Address of Applicant 4518 Kingsway Dr. Mobile AL 36608

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

Location or address of event where amplification will be used:

Mobile Carnival Museum 355 Government St. Mobile AL 36602

Date of Event: 12/27/24 Starting Time: 7:00 Ending Time 12:00

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

Type of Event: Mardi Gras Ball

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Ben Stubblefield
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2515917325

Organization (if applicable) _____

Mailing Address of Applicant 3903 Ashley Dr. South

Telephone No. _____ E-mail address ben.stubblefield@gmail.com

Location or address of event where amplification will be used:

3903 Ashley Dr. South

Date of Event: 12/22/2024 Starting Time: 5:00pm Ending Time 7:00pm

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

Type of Event: Social - Christmas CITY CLERK'S OFFICE

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

MOBILE, AL

MO, DEC 9, AM 8:50 RCVD

Q5

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Salute MedTrans, LLC**, to operate a **Non-emergency Medical Transport** 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 **December 17, 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".

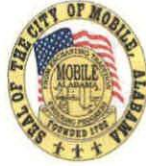
Lisa C. Lambert
City Clerk

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

This is to certify that the City Council of Mobile, Alabama, in their regular meeting of **December 31, 2024**, did approve the application of **Salute MedTrans, LLC** for a Certificate of Public Convenience and Necessity to operate a **Non-emergency Medical Transport service** in the City of Mobile, Alabama.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Curtis Maynard individually or on behalf of Salute MedTrans LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Salute MedTrans LLC

Business Address: 1110 Montlimar Dr 929 Mobile AL 36609

Telephone _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____
_____ AL 36526
State Zip code

License #: _____

Baldwin
Residing in Mobile County: Years: 10 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: 1110 Montlimar Dr #929 Mobile AL 36607
(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)
<u>Curtis Maynard</u>	<u>CEO</u>		<u>100%</u>

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 ☒ NEMT

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M-F 8-5

How many vehicles (carriages) do you intend to operate? 7
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>See Attached</u>	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



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.

Curtis Maynard
Applicant's Signature

NAME OF ENTITY:

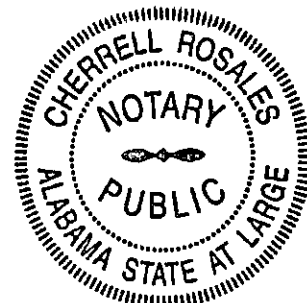
Salute MedTrans

By: Curtis Maynard
Its CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS
15th DAY OF November, 2024

[Signature]
Notary Public

Notary Public
Alabama State At Large
My Commission Expires 10/26/26





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Curtis Maynard

Nickname(s) or Maiden Name: _____

Current Address: _____ Al 36526

Previous Address: _____

Personal Description:

Height: 6'0"

Weight: 280

Hair Color: Blk

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.

Curtis Maynard
Signature

9/24/24
Date signed

Personal Data Report

NOT VALID WITHOUT

EMBOSSED SEAL

OF THE MOBILE

POLICE DEPARTMENT

General Descriptors

Name: MAYNARD, CURTIS ALLEN

Address:

Nick Name:

Phone:

Race: W - WHITE

DOB:

Sex: M

Age: 51

Weight: 270

Eyes: BROWN

Height: 6'00"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY:

DATE: 11/15/2024

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Salute MedTrans, LLC**, to operate a **Non-emergency Medical Transport** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council at the History Museum of Mobile, located at 111 S. Royal Street, Mobile, Alabama, on **December 17, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF AN ALLEY
ADJACENT TO PROPERTY LOCATED AT
DAUPHIN HEIGHTS AND UPHAM STREET

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of an alley adjacent to property located at Dauphin Heights and Upham Street.

The adoption of such resolution will be considered by the Mobile City Council on the 17th day of December 2024, at 10:30 a.m., at the History Museum of Mobile, 111 S. Royal Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Mary Stratas, Christ Stratas and Upham Properties, LLC (the "Owners"), as owners of all the land abutting and affected by the alley 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 Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley 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) Alabama Power Company, Comcast 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.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ____ day of _____, 2024.

MOBILE CITY COUNCIL

By: _____
Its: _____

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

EXHIBIT "A"

LEGAL DESCRIPTION OF ALLEY TO BE VACATED

Commencing at the Northwest corner of Lot 1, Dauphin Upham Terrace, as recorded in Map Book 93, Page 11, Probate Court Records, Mobile County, Alabama, run North 00°-09'-36" West and along the East right-of-way line of Upham Street (49 foot right-of-way), a distance of 60.21 feet to the Northwest corner of property conveyed by Instrument No. 2020050430, said Probate Records and the Point of Beginning of an existing of a 20 foot alleyway; thence along said alley as follows: North 00°-09'-36" West and along the East right-of-way line of said Upham Street, 20.10 feet to the Southwest corner of Lot 6, Block 2, Dauphin Heights, as recorded in Deed Book 97, Page 45, said Probate Records; thence South 84°-30'-40" East and along the South line of Lots 6 and 7, said Block 2, a distance of 114.26 feet; thence South 00°-28'-30" East, 20.11 feet to the Northwest corner of Lot 1, Dauphin Upham Square, as recorded in Map Book 93, Page 39, said Probate Records; thence North 84°-30'-40" East, 114.37 feet to the Point of Beginning.

Said property contains 2,286 square feet, more or less.

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY MARY STRATAS, CHRIS STRATAS, and UPHAM PROPERTIES PARTNERSHIP IN THE CITY AND COUNTY OF MOBILE, ALABAMA

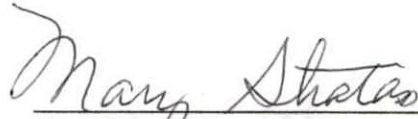
The undersigned, Mary Stratas, Chris Stratas, and Upham Properties, LLC, as owners of the real property abutting that certain alley between owners' property, Old Shell Road, Dauphin Street, and Upham Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioners, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Comcast
Alabama Power Company
Spire Alabama, Inc.
Mobile Area Water and Sewer System
AT&T Alabama

Dated this 25 day of June, 2024.



Mary Stratas


Chris Stratas

[signatures continue on the next page]

Allen H. Ladd

Upham Properties, LLC

By: Allen H. Ladd

Its: member

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Mary Stratas, Chris Stratas, and Upham Properties, LLC, ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property"); and

WHEREAS, Owners, as the abutting and affected landowners, propose to vacate that certain alley lying between Owners' Property, Old Shell Road, Dauphin Street, and Upham Street; said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

- (a) 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.
- (b) 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.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the 25 day of June, 2024.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the ____ day of June, 2024.

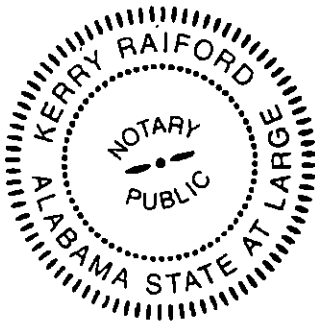
Mary Stratas
Mary Stratas

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Mary Stratas**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of June, 2024.

SEAL



Kerry Raiford
NOTARY PUBLIC
MY COMMISSION EXPIRES: 05-21-2028

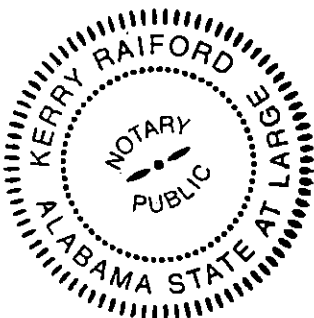
Chris Stratas
Chris Stratas

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Chris Stratas**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of June, 2024.

SEAL



Kerry Raiford
NOTARY PUBLIC
MY COMMISSION EXPIRES: 05-21-2028

[Signatures continue on the next page]

Allen H. Ladd
Upham Properties, LLC
By: Allen H. Ladd
Its: member

STATE OF ALABAMA
COUNTY OF MOBILE

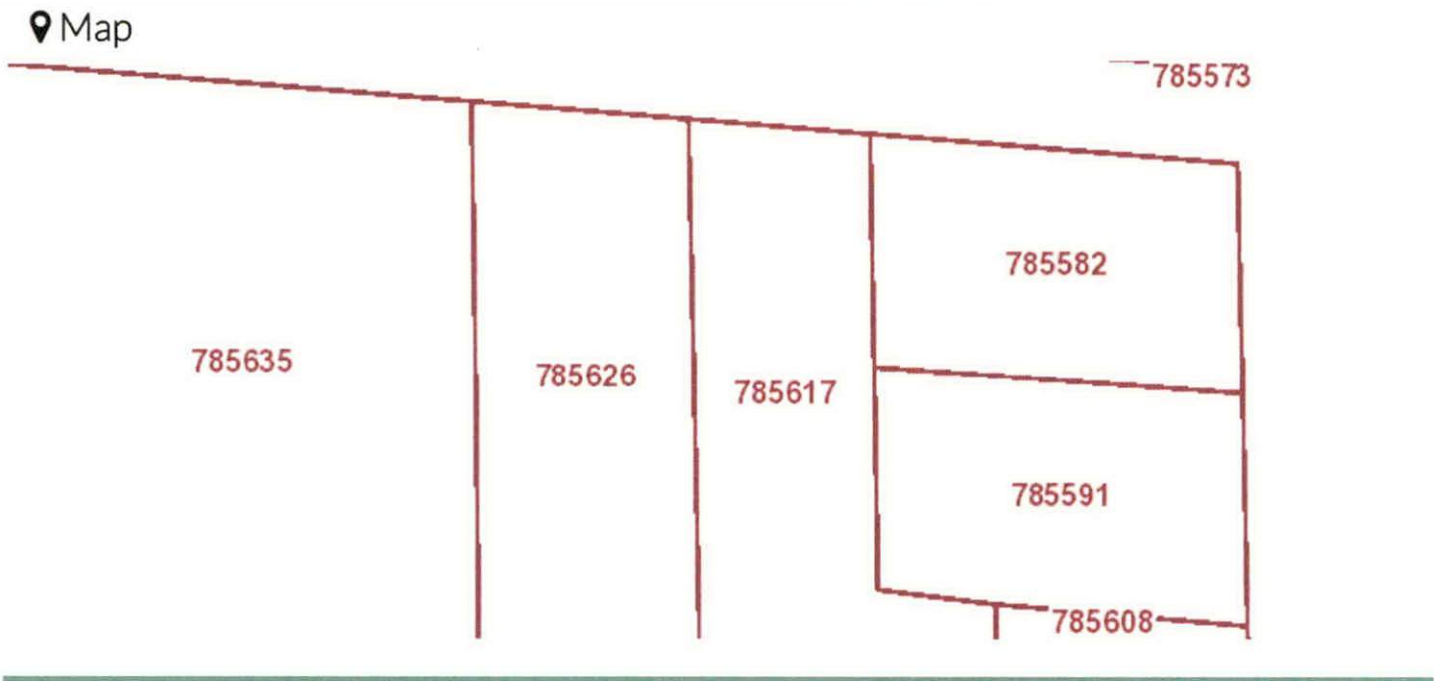
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Allen H. Ladd, who executed the foregoing instrument as member of Upham Properties, LLC, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2 day of July, 2024.

SEAL



Sabrina Taylor
NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/13/24



Property Details	
Account	
Key Number:	785528
Legal Description:	PART OF LOTS 18 & 19 BLOCK 2 DAUPHIN HEIGHTS DBK 97 PAGE 45 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19 THEN RUN EASTERLY ALONG THE SOUTH LINE OF A 20 FT ALLEY 80 FT(S) THEN SOUTH 60 FT(S) THEN WESTERLY 80 FT(S) THEN NORTH 57.67 FT TO THE POINT OF BEGINNING.
Parcel Number:	2907240003066XXX
Type:	Real
Property Class:	3
Location	
Address:	10 UPHAM ST UNIT A MOBILE, AL 36607-3329
Owner	
Name:	STRATAS MARY N & CHRIS STRATAS
Mailing Address:	1214 SUDAN ST MOBILE , AL 36693-4400
Exemptions:	H1 - For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value:	\$56,800
Land Value:	\$18,000
Appraised Value:	\$74,800
Taxable Value:	\$74,800
Assessed Value:	\$7,480

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	STATE	6.500000	\$3,480	\$22.62
14	FOREST	0.000000	\$0	\$0.00
14	COUNTY	20.500000	\$5,480	\$112.34
14	SCHOOL	14.000000	\$7,480	\$104.72
14	CITY	7.000000	\$7,480	\$52.36
14	DIST SCHOOL	15.500000	\$7,480	\$115.94

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 **Living Area:** 1,270.00sqft **Value:** \$56,800

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
112	DUPLEX	E+	WOOD FRAME ASBESTOS	0	

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
05		0	0.00	0.00	0.00	\$18,000	\$0

Total Sq.ft. = 7292

Value per sq.ft. = \$2.47

Allergy Sq.ft. = \$5,642

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2025	N/A	N/A	N/A	N/A
2024	\$56,800	\$18,000	\$74,800	\$7,480
2023	\$58,900	\$15,000	\$73,900	\$7,400
2022	\$56,500	\$16,000	\$72,500	\$7,260
2021	\$56,500	\$16,000	\$72,500	\$7,260
2020	\$88,500	\$19,200	\$107,700	\$21,540
2019	\$92,700	\$16,500	\$109,200	\$21,840
2018	\$73,400	\$7,700	\$81,100	\$16,220
2017	\$73,400	\$7,700	\$81,100	\$16,220
2016	\$74,400	\$7,700	\$82,100	\$16,420
2015	\$66,700	\$7,700	\$74,400	\$14,880
2014	\$68,700	\$7,700	\$76,400	\$15,280
2013	\$70,800	\$7,700	\$78,500	\$15,700
2012	\$72,900	\$7,700	\$80,600	\$16,120
2011	\$73,700	\$7,700	\$81,400	\$16,280
2010	\$74,600	\$7,700	\$82,300	\$16,460
2009	\$76,900	\$7,700	\$84,600	\$16,920
2008	\$76,900	\$7,700	\$84,600	\$16,920

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please [click here \(https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn\)](https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn) to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
7/14/2020	5	\$109,200	STRATAS PROPERTIES LLC	STRATAS CHRIS	Land & Bldg	2020050430

3/20/2019	2	\$109,200	STRATAS, MARY N	STRATAS PROPERTIES LLC	Land & Bldg	2019018686
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Payment Info

Pay Date	Tax Year	Paid By	Amount
11/24/2023	2023	chris stratas	\$412.90
10/5/2022	2022	chris stratas	\$404.01
10/12/2021	2021	chris stratas	\$404.01
11/6/2020	2020	CHRIS N STRATAS	\$42.29
12/27/2019	2019	STRATAS PROPERTIES	\$1,396.84
12/27/2018	2018	STRATAS PROPERTIES	\$1,039.97
11/29/2017	2017	STRATAS NICKOLAS M & MARY N	\$1,029.97
11/28/2016	2016	stratas properties	\$1,042.67
10/20/2015	2015	STRATAS PROPERTIES	\$944.88
11/6/2014	2014	STRATAS PROPERTIES	\$970.28
1/2/2014	2013	STRATAS PROPERTIES	\$996.95
12/26/2012	2012	STRATAS PROPERTIES	\$1,023.62
12/30/2011	2011	STRATAS PROPERTIES	\$1,033.78
1/11/2011	2010	STRATAS PROPERTIES	\$1,045.21
1/9/2010	2009	Strats Properties	\$1,074.42
1/8/2009	2008	STRATAS PROPERTIES	\$1,074.42



HELMSING
LEACH
ATTORNEYS AT LAW

August 26, 2024

VIA HAND DELIVERY

Lana Gauthier
City Clerk's Office
South Tower (9th Floor)
205 Government Plaza
Mobile, Alabama 36602

**Regarding: Alleyway Vacation
Dauphin Heights / Upham Street**

Dear Ms. Merchant:

Our firm represents Mary Stratas and Chris Stratas, who own a parcel of property located at 10 Upham Street, Mobile, Alabama. The owners desire to vacate the alley shown on the enclosed survey and described on the attachment hereto. The alley provides the only off-street access to the Stratas property and has already been vacated on the eastern leg of the alley. The Stratas family has maintained the alley since the 1960s and will be asking the council to waive any fees associated with this vacation.

In accordance with the rules and regulations, the following utilities have been contacted: MAWSS, Alabama Power, Spire, AT&T, and Comcast. The consent of each utility is enclosed.

I am enclosing the \$100.00 filing fee payable to the City of Mobile. Please forward our application and enclosures to the various city department heads as quickly as possible.

If you need anything further at this time, please contact me at your earliest convenience.

Very truly yours,

KERI R. COUMANIS

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

April 23, 2024



VIA EMAIL

Attn: Kerri Renee Coumanis
Chris Stratas. c/o Helmsing, Leach, Herlong, Newman & Rouse, PC
150 Government Street
Mobile, AL 36602

Re: Vacation of Upham Street alleyway in Mobile County, Alabama

Dear Ms. Coumanis,

Reference is made to email of April 11, 2024 (copy enclosed) providing notice to Alabama Power Company for the vacation of the alleyway referenced above, as more particularly described in such email and as shown on the attachments to said email.

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.

It is understood that in the event the requestor constructs a barrier (fence, wall, gate, etc.) which encloses any Company equipment or facilities, the requestor will provide Company with an access code or allow Company to interlock so that it may safely access its equipment and facilities.

Please advise if further assistance is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Chester Lachowicz", written over a horizontal line.

Chester Lachowicz
Corporate Real Estate

/Enclosures

ENGINEERING & SURVEYING ROWE CONSULTING & ENGINEERING 1000 WEST 10TH AVENUE DENVER, CO 80202 PHONE 333-1000 FAX 333-1001		NORTH 
SHEET TO ACCOMPANY LEGAL DESCRIPTION PREPARED FOR:		
PREPARED BY:		
DATE:		
SCALE:		
PROJECT:		

12-22-99 12-22-99 12-22-99

THIS PLAN IS A LEGAL DESCRIPTION OF A CERTAIN TRACT OF LAND, AND IT IS NOT A SURVEY. IT IS THE RESPONSIBILITY OF THE PERSON PREPARING THIS PLAN TO OBTAIN ALL NECESSARY INFORMATION FROM THE APPROPRIATE SOURCES. THE PERSON PREPARING THIS PLAN DOES NOT WARRANT THE ACCURACY OF THE INFORMATION OBTAINED FROM THESE SOURCES. THE PERSON PREPARING THIS PLAN DOES NOT WARRANT THE ACCURACY OF THE INFORMATION OBTAINED FROM THESE SOURCES.

(STATE OF ARIZONA)

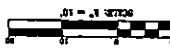
LEGAL DESCRIPTION

IS NOT ADEQUATE TO BE WRITTEN

1. The survey was made by the Surveyor General of the State of Arizona, and the same is a true and correct copy of the original survey as the same appears on the records of the Surveyor General of the State of Arizona.
2. The survey was made by the Surveyor General of the State of Arizona, and the same is a true and correct copy of the original survey as the same appears on the records of the Surveyor General of the State of Arizona.
3. The survey was made by the Surveyor General of the State of Arizona, and the same is a true and correct copy of the original survey as the same appears on the records of the Surveyor General of the State of Arizona.
4. The survey was made by the Surveyor General of the State of Arizona, and the same is a true and correct copy of the original survey as the same appears on the records of the Surveyor General of the State of Arizona.
5. The survey was made by the Surveyor General of the State of Arizona, and the same is a true and correct copy of the original survey as the same appears on the records of the Surveyor General of the State of Arizona.

12-22-99 12-22-99 12-22-99

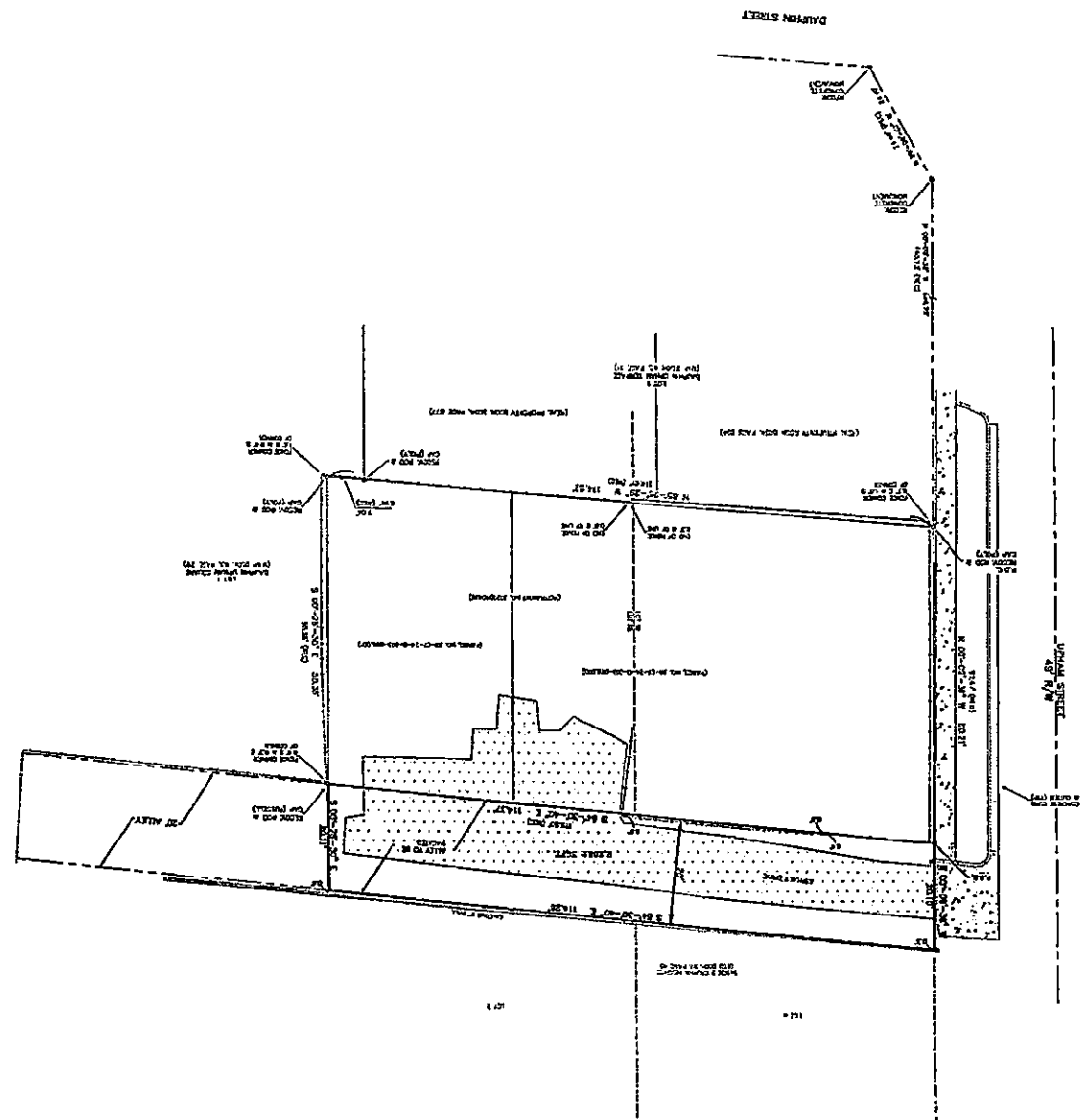
12-22-99 12-22-99 12-22-99



- 1. 100' = 1" (Graphic Scale)
- 2. 100' = 1" (Graphic Scale)
- 3. 100' = 1" (Graphic Scale)
- 4. 100' = 1" (Graphic Scale)
- 5. 100' = 1" (Graphic Scale)
- 6. 100' = 1" (Graphic Scale)
- 7. 100' = 1" (Graphic Scale)
- 8. 100' = 1" (Graphic Scale)
- 9. 100' = 1" (Graphic Scale)
- 10. 100' = 1" (Graphic Scale)

LEGEND

N



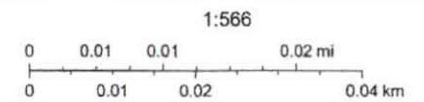
City of Mobile



2/29/2024, 3:17:18 PM

Parcel Details

Address



City of Mobile GIS Department

City of Mobile
City of Mobile



April 24, 2024

Helmsing, Leach, Herlong, Newman & Rouse, P.C.
Ms. Keri R. Coumanis
Post Office Box 2767
Mobile, AL 36652

RE: Request vacate a Portion of the Alleyway (Approx. 20' x 114') Located
Adjacent to and North of 10 Upham Street – West Side of Upham St
North of Dauphin St. Section 20, T4S-R1W

Dear Ms. Coumanis:

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 AND SEWER SYSTEM

A handwritten signature in blue ink, appearing to read "Daryl B. Russell".

Daryl B. Russell, P.E.
Director of Planning and Market Development

cc: A. Tyree



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

July 26, 2024

Helmsing Leach Attorneys At Law
P.O. Box 2726
Mobile, AL 36652

Re: Keri Coumanis

Vacation: Upham Street Consent For Vacation Of Alleyway

Keri Coumanis,

In response to Helmsing Leach letter dated 07-23-2024 relative to the above referenced Remainder of Wolfe's Alley Vacate.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

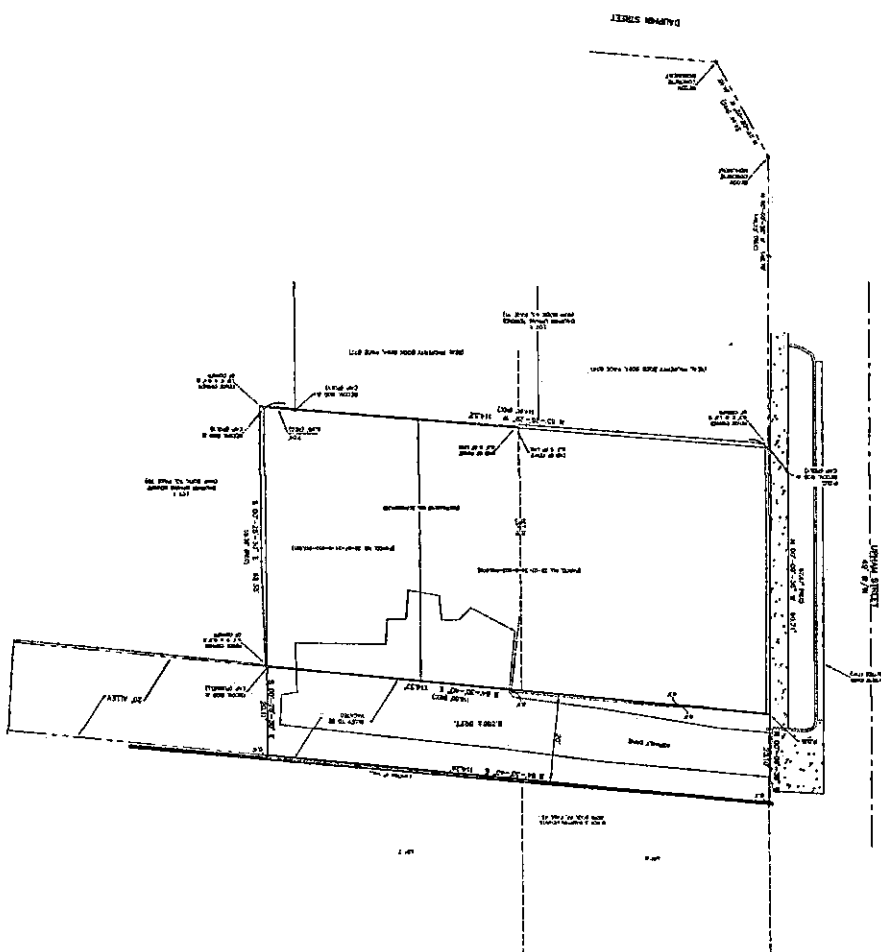
Sincerely,


Alex Sammet (Aug 2, 2024 09:23 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: Keri Coumanis

Engineering Approval: 
Systems Planning Approval: 

[illegible]



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

April 16, 2024

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC

Dear Mrs. Coumanis,

This letter is written in response to your letter of April 11, 2024 wherein a request is made of AT&T for consent to the vacation of an alley off of Upham St, as described in the attached survey of March 12, 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,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Katrina Bartlett

Subject: FW: Upham St; consent for vacation of alleyway

From: Rodriguez, Robert <Robert_Rodriguez2@comcast.com>
Sent: Friday, August 23, 2024 2:52:57 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Katrina Bartlett <KHB@helmsinglaw.com>
Subject: RE: Upham St; consent for vacation of alleyway

Keri,

Comcast will consent to the vacation on the condition that Mr. Stratas, any heirs or assigns, agrees to provide access to the Comcast easement area for purposes of servicing its overhead lines, installing and/or repairing existing lines, and adding lines, and/or servicing or maintaining any utility equipment once the alley has been vacated as evidence by a recorded agreement.

Please send over a formal document when able for signature.

Thanks,

Robert Rodriguez
Construction Manager
Areas: Jackson MS, Mobile AL, Houma LA
(251) 753-4428



From: Keri Coumanis
Sent: Thursday, April 11, 2024 2:51 PM
To: Russell, Daryl B. <DRUSSELL@mawss.com>; aldionne@mawss.com; Rodriguez, Robert <Robert_Rodriguez2@comcast.com>; Lachowicz, Chester L. <CLLACHOW@southernco.com>; brad.sadler@att.com; Valerie.Barrett@SpireEnergy.com
Subject: Upham St; consent for vacation of alleyway

Good afternoon,

I am seeking consents to the vacation of the western half of the alleyway running between Fulton and Upham St.

The adjacent properties are:

Parcel Key: 00785528
Parcel ID: R022907240003066.000
Parcel Owner: STRATAS MARY N & CHRIS STRATAS

Parcel Key: 12900100
Parcel ID: R022907240003066.001

Parcel Owner: STRATAS MARY N & CHRIS STRATAS
10 UPHAM ST UNIT A
MOBILE , AL 36607

Parcel Key: 00785500

Parcel ID: R022907240003063.000

Parcel Owner: GULF COAST CHAPTER NECA
2058 DAUPHIN ST
MOBILE , AL 36606

The attached drawings illustrate that portion of the alleyway to be vacated. We are still negotiating with the property owners to vacate that portion of the alleyway behind 2058 Dauphin St; however, for the purposes of your review, please consider that portion of the alley as a potential vacation.

Please send any comments, concerns, and approval (or disapproval) to the vacation at your earliest convenience.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

CITY OF NEW YORK

2024 AUG 27 AM 8:02

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, December 11, 2024 1:39:32 PM

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

Name: Sabrina Mass

Date To Address Council: 2024-12-17

Address: 1050 Belvedere Circle West

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Housing/Non Profits and Public Safety.

Pertain To City Business: Tax payer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-12-11 13:38:48

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

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, December 12, 2024 10:30:17 AM

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: Charlotte Stutts

Date To Address Council: 2024-12-17

Address: 5904 Heatherwood Court Mobile AL 36618

Email: charlottestutts@gmail.com

Phone: (404) 665-6614

Subject And Specific Questions: Introducing MOB City Volleyball Club as a new non profit organization in the City of Mobile

Pertain To City Business: MOB City was developed to grow the sport and competitive play of volleyball in the BIPOC Communities of Mobile and surrounding areas. We present this to the council seeking support and potential partnership with the city in our efforts to give young girls and boys a healthy and productive alternative sport, which will provide many youth with college opportunities and potentially save lives.

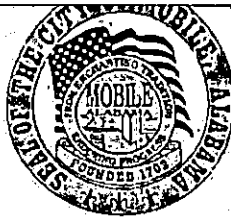
Signature: Charlotte Stutts

Signature Verify: X

Agree: X

Date Submitted: 2024-12-12 10:29:36

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



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: Apostle Valenia Green Date: 12.12.24
Address: 603 Delaware St.
Phone: (251) 322.8540 Email: valeniagreen@gmail.com
Date to Address City Council: 12.17.24

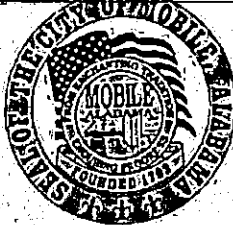
Subject and/or specific questions (must complete):

The homeless situation in Mobile and the disabled.

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

This is concerning unhoused citizens of Mobile

Signature: [Signature]



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: Rev. Rey Bourn Date: 12.12.24

Address: 603 Delaware St.

Phone: (251) 322-8540 Email: valenagreen@gmail.com

Date to Address City Council: 12.17.24

Subject and/or specific questions (must complete):

The homeless situation in the city of Mobile

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

This address the homeless situation in Mobile

Signature: [Signature]

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 12/17 Agenda
Date: Thursday, December 12, 2024 1:48:55 PM

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:

- * Public Safety
- * Mobile Civic Center
- * Contracts
- * Budgeting
- * Settlements and Release of Claims
- * Formal Responses with Taxpayers

Thank you for your attention to this matter and for all the work of the City Clerk's Office. See you all on Tuesday!

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



**AN ORDINANCE TO AMEND
CHAPTER 28 – HOUSING – OF THE MOBILE CITY CODE**

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (“City”) wishes to amend Chapter 28 – HOUSING, ARTICLE V. – RESIDENTIAL CODE, Sec. 28-52. – Amendments. - of the Mobile City Code;

WHEREAS, the City wishes to amend the Coastal Construction Code Supplement (CCCS) contained in Chapter 28, Article V, with regard to Chapter 9. Roof Assemblies – S7 Continuous Load Path; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted to amend the “CCCS” located in Chapter 28, of the Code of the City of Mobile, Alabama, 1991, as follows:

The following provision located in the Roof Assemblies – S7 Continuous Load Path currently reads as follows:

A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All residential structures proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer.

The above provision shall be amended to read as follows:

A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All new residential homes and additions greater than 400 sq.ft. proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer/architect.

Additionally, Section S8.2 Opening Protection Impact Requirements, currently reads as follows:

All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are less than 130 mph, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and predrilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.

The above provision shall be amended to read as follows:

All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are 160 mph or less, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and pre-drilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.
- Any other approved method.

All other sections of Chapter 28 remain in effect. No other provision of the Coastal Construction Code Supplement S-7, is altered by this amendment.

Severability. In the event that any subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof2024, to read as follows:

Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Effective Date. This Ordinance shall be in full force and effect within the City of Mobile and its police jurisdiction from and after its adoption and publication as required by law.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2660 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 2660 Old Shell Road from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2660 Old Shell Road.

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

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

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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

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

Adopted:

Lisa Lambert, City Clerk

Rasp, LLC
2660 Old Shell Road
Council District 1
Cory Penn



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

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

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

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

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



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

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **Rasp, LLC** for a change in zoning from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2660 Old Shell Road**.

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

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

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

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

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

1. Full compliance with all municipal codes and ordinances.

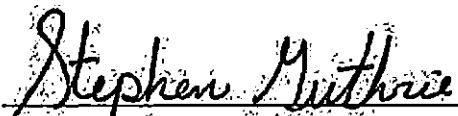
The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

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

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



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/25/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: 9/24/2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: Dumas Wesley Community Center

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☒ Additional documents (Describe: N/A)

Applicant's Name: RASP LLC by BYRD SURVEYING
(First Name & Last Name)

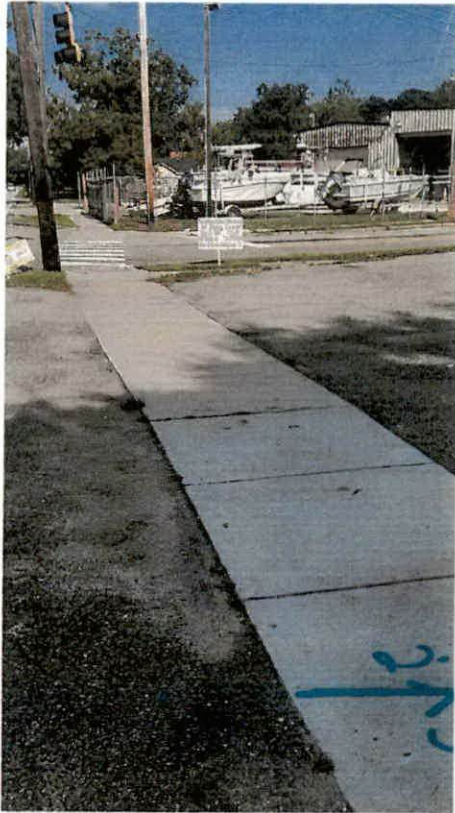
Applicant's signature attesting to the accuracy of the documentation provided:

X [Signature] Date: 9/25/2024

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



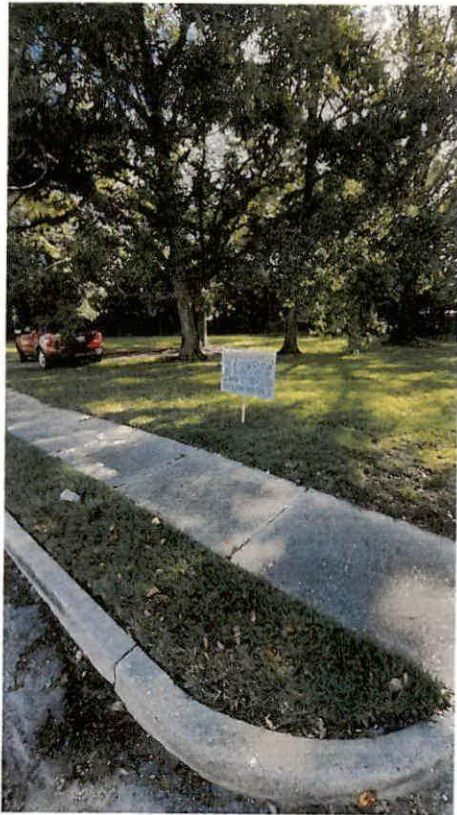
September 13, 2024



September 13, 2024



September 13, 2024



September 13, 2024

lyrd Surveying 609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
SJL Investments 2, LLC 393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
avis J. Mallis 17 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebroke Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
tinya Stallworth 50 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 31 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 95 Zillock Road Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Ilie C. Gaines 6 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
andon & Jessica Kirksey 00 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Artha E. Autrey O. Box 6122 Warfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
57 Old Shell Road, LLC 52 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Edward & Deborah Melech
704 Old Shell Road
Mobile, AL 36607

Lara Mae Tyler
713 S. 33rd Street
Omaha, NE 68107

Aruth Morris
11 Rickarby Street
Mobile, AL 36606

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

①

Neighborhood Meeting

Date: 9/24/2024

Time: 4:15 PM

Location of Neighborhood Meeting: SENIOR CENTER
DUMAS WESLEY COMMUNITY CENTER

Project Location: _____

Project/Application (e.g. Rezoning from R-1 to B-1): _____

R-1 & B-2 TO B-2

Applicant's Signature Attesting to the Accuracy of This Sheet:

x [Signature] Date: 9/24/24

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

(3)

Neighborhood Meeting Sign-in Sheet

Date: 7/24/2024
Applicant: RASP, LLC

Meeting Location: Sue Cn. Dennis Wesley Center
Application(s): _____

Name: Tanet Wilson Email: jubileephotoinfo@gmail.com
Address: 125 Highland Ave Phone: 251-626-0380

Name: Kegsha Brown Email: kegsha.brown@cityofmobile.org
Address: _____ Phone: 251-487-0968

Name: David Rapp Email: drapp@raspgroup.com
Address: 1312 Chondell Dr NW Phone: 251-204-5292
36602

Name: Kate Carver Email: kcarver@dumaswestly.org
Address: 126 Mobile St Phone: 251-479-0049

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 9/24/2024

Meeting Time: 4:15 PM

Meeting Location: DUMAS NOBLEY
COMMUNITY CENTER

Below is a summary of the proposed project presented at the Neighborhood Meeting:

REMOVING 2 CLASSIFICATIONS INTO A SINGLE ZONE
CLASSIFICATION TO CONSTRUCT RESTAURANT

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

PROPOSED SITE PLAN

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

MEETING BEGAN @ 4:20 PM WITH 5 PEOPLE IN ATTENDANCE
WHICH INCLUDED THE OWNER AND MYSELF. 2 NEIGHBORS WERE
IN ATTENDANCE. WE DISCUSSED THE PROPOSAL, THE MENU
AND HOURS OF OPERATION OF THE RESTAURANT. EVERYONE
WAS AGREEABLE WITH THE DEVELOPMENT OF A RESTAURANT

Neighborhood Meeting Summary

Date: 9/24/2024
Applicant: KLSP LLC

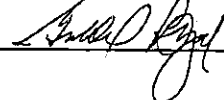
Meeting Location: Duane's Nursery Center Camp
Application: _____

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 5:15 PM

Applicant's signature attesting to the accuracy of this summary:

X  Date: 9/25/2024

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Rasp, LLC

P. O. Box 1967
Mobile, AL 36633

Mary K. Cross, DVM
2658 Old Shell Road
Mobile, AL 36607

ASJL Investments 2, LLC
1393 Noel Drive
Atlanta, GA 30319

Caitlyn B. Bailey
10750 Wulff Road S.
Semmes, AL 36575

Ross & Anicia Delfierro
1562 Stone Hedge Drive W.
Mobile, AL 36695

Davis J. Mallis
117 Hyland Avenue
Mobile, AL 36607

Larry O Scott
6501 Canebrake Road
Mobile, AL 36695

Carol Ann K. Templet
c/o James D. Kahalley
690 Zeigler Circle W.
Mobile, AL 36608

Etinyia Stallworth
960 Wildwood Avenue
Mobile, AL 36609

Janet & Russell Wilson
125 Hyland Avenue
Mobile, AL 36607

Robert R. Thompson
129 Hyland Avenue
Mobile, AL 36607

William J. Glover
131 Hyland Avenue
Mobile, AL 36607

Dumas Wesley Community Center
126 Mobile Street
Mobile, AL 36607

Rachel & Katherine Whiteley
126 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

Church Hill, LLC
504 Highland Woods Dr. W.
Mobile, AL 36608

John Kelly & Beth Kaska
118 Hyland Avenue
Mobile, AL 36607

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

Zeinab Hamade
114 Hyland Avenue
Mobile, AL 36607

Cordale Helton
112 Hyland Avenue
Mobile, AL 36607

Brandon & Jessica Kirksey
4100 Wales Dr., Apt. 102
Virginia Beach, VA 23452

SMBC Leasing & Finance, Inc.
277 Park Avenue
New York, NY 10172

Tacon Place, LLC
27980 Canal Road
Orange Beach, AL 36561

Martha E. Autrey
P. O. Box 6122
Clearfield, UT 84089

Gary Coleman
76 Mobile Street
Mobile, AL 36607

Cushing FLP
2653B Old Shell Road
Mobile, AL 36607

2657 Old Shell Road, LLC
3662 Dauphin St., Suite E
Mobile, AL 36608

UMS-Wright Corporation
65 Mobile Street
Mobile, AL 36607

Dumas-Wesley Community
2732 Mill Street
Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Byrd Surveying 2609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
ASJL Investments 2, LLC 1393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
Davis J. Mallis 117 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebrake Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
Etinyia Stallworth 960 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 131 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 1195 Zillock Road San Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Sallie C. Gaines 116 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
Brandon & Jessica Kirksey 4100 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Martha E. Autrey P. O. Box 6122 Clearfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
2657 Old Shell Road, LLC 3662 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

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1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, DAVID RASP, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of RASP, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2660 OLD SHELL ROAD.

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

RYRD SURVEYING

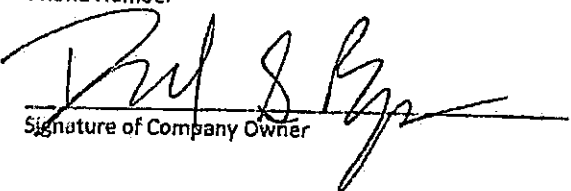
Designee (1)

ryrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

9/12/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | Facebook: [BuildMobile.org](https://www.facebook.com/BuildMobile.org) | 251-208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits
Checklist A

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

☐ Planned Development
Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development
Checklist D

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

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

	Applicant	Agent (if Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org Phone: 251-203-6895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm, Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	DAVID RASP	GERALD D. BYRD
Firm:	RASP, LLC	BYRD SURVEYING
Phone:	251-209-5292	251-476-5010
Email:	drasp@raspgroup.com	byrd@byrdsurveying.biz
Address:	P. O. BOX 1967, MOBILE, 36633	2609 HALLS MILL ROAD, MOBILE 36606

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

2660 OLD SHELL ROAD

38834 SF

Property Address

KEY #00770685

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1 & B-2 URBAN

B-2 URBAN

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: 251-209-1414 or 251-209-5695
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|---|
| ☐ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE SOUTH PORTION OF THIS PROPERTY HAS BEEN ZONED B-2 FOR MANY YEARS AND WAS DEVELOPED WITH A RESTAURANT / GRILL.

TRADITIONAL MIXED USE CORRIDOR & TRADITIONAL CENTER
Future Land Use Map (FLUM) Designation

B-2 URBAN
Requested Zoning

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

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

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

B-2 ZONING FOR THIS PROPERTY WAS APPROVED BY THE PLANNING COMMISSION IN 2017 BUT WAS NEVER ADVERTISED AND APPROVED BY THE CITY COUNCIL.

Build Mobile, 5000 Hwy 1827, Mobile, Alabama 36639
 For more information: 256-233-2222 (Mobile) | 1-800-866-5155 (toll-free)
 Visit our help windows Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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

1. Describe the current development trends in the area of the property.
THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA IN RECENT YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS DUMAS-WESLEY CENTER. TO THE WEST IS THE DUMAS-WESLEY CENTER, AN UNOCCUPIED DWELLING, AND A FIBERGLASS BOAT REPAIR. TO THE SOUTHWEST IS UMS-WRIGHT SCHOOL. TO THE SOUTH WAS A RADIATOR REPAIR BUSINESS. ADJOINING ON THE EAST IS AN ANIMAL HOSPITAL.

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

SINCE THIS WAS PREVIOUSLY DEVELOPED AS A RESTAURANT / GRILL, THERE SHOULD NOT BE ANY ADVERSE AFFECTS ON ADJACENT PROPERTIES.

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

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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

OUR PROPOSAL WILL PROVIDE A NEW RESTAURANT FOR THE NEIGHBORS AND COMMUNITY THAT WILL OFFER DIFFERENT MENU CHOICES THAN THE RESTAURANTS THREE BLOCKS EAST AT FLORIDA STREET.

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

Build Mobile, PO Box 1027, Mobile, Alabama 36633

For more information, visit the City of Mobile website at www.buildmobile.org or call 251-208-5895

Visit our Help Window at Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 2 pm

Revised February 2023



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

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

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

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

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Agenda Item # 9

SUB-003086-2024 & ZON-UDC-003085-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

2660 Old Shell Road

Subdivision Name:

Revised Winston Heights Subdivision

Applicant / Agent:

Rasp, LLC

Property Owners:

Rasp, LLC

Current Zoning:

R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:

B-2, Neighborhood Business Urban District

Future Land Use:

Traditional Center and Traditional Mixed-Use Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-2 to B-2.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER	9	DATE	October 17, 2024
APPLICANT	Revised Winston Heights Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2		
			N NTS

SITE HISTORY

The subject site was assigned R-1 and B-2 zoning classifications with the adoption of the 1967 Zoning Ordinance.

In March 2017, the Commission approved Winston Heights Subdivision for the site, a one-lot subdivision, and an accompanying Rezoning request from R-1 and B-2 to B-2 to eliminate split zoning within the subdivision. The subdivision approval was not conditioned upon the completion of the rezoning process prior to signing the Final Plat, and the subdivision was recorded. The Rezoning was never completed.

The site has never had any cases before the Board of Zoning Adjustment

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add a graphic scale.
- E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- F. Provide the Surveyor's Certificate.
- G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 –14,500 sf.
- H. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- I. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- J. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- K. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- M. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

- 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering

Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from an existing legal lot of record. The site is served by public water and sanitary sewer.

As previously mentioned, the site was made a legal lot of record via Winston Heights Subdivision in 2017, under the previous Subdivision Regulations. As the Subdivision Regulations adopted in March 2023 are closely tied to the Unified Development Code (UDC) and offer more flexibility in front yard setback, the applicant desires to amend the previously recorded plat to provide more usable site area.

The site has frontage along Old Shell Road and Mobile Street. Old Shell Road is a component of the Major Street Plan with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Mobile Street no longer is a component of the Major Street Plan, having been removed in the May 2017 map amendment. Thus the 50-foot right-of-way is sufficient. A 25-foot corner radius at the intersection of Old Shell Road and Mobile Street was dedicated with the recording of that subdivision. The right-of-way widths of Old Shell Road and Mobile Street should be retained on the Final Plat, if approved.

Winston Heights Subdivision was recorded with the then-required 25-foot minimum building setback line along Old Shell Road, and a 20-foot minimum building setback line along Mobile Street. However, as the Unified Development Code (UDC) now requires only a 10-foot minimum building setback line along street frontages in a B-2, Neighborhood Business Urban District, the revised plat depicts this change. This should be retained on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the South portion of the site has been zoned B-2 for many years and was developed as a restaurant/grill. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road by other B-2 properties in commercial use; to the North by a B-1, Buffer Business Urban District property used as a community center; to the West across Mobile Street by B-2 properties in commercial and two-family residential use, and R-3 properties as multi-family residential use; and to the East by R-1 properties in single-family residential use to the North of the B-2 properties along Old Shell Road.

The site plan submitted indicates compliance with the vehicular parking, landscaping, residential protection buffer and dumpster requirements of the Unified Development Code (UDC). The site plan should be revised for the permitting review process to provide two (2) bicycle parking spaces as required by the UDC, and to provide tree planting calculations as per the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way widths of Old Shell Road and Mobile Street on the Final Plat;
2. Retention of the 10-foot minimum building setback line along both street frontages;
3. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.

- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

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



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

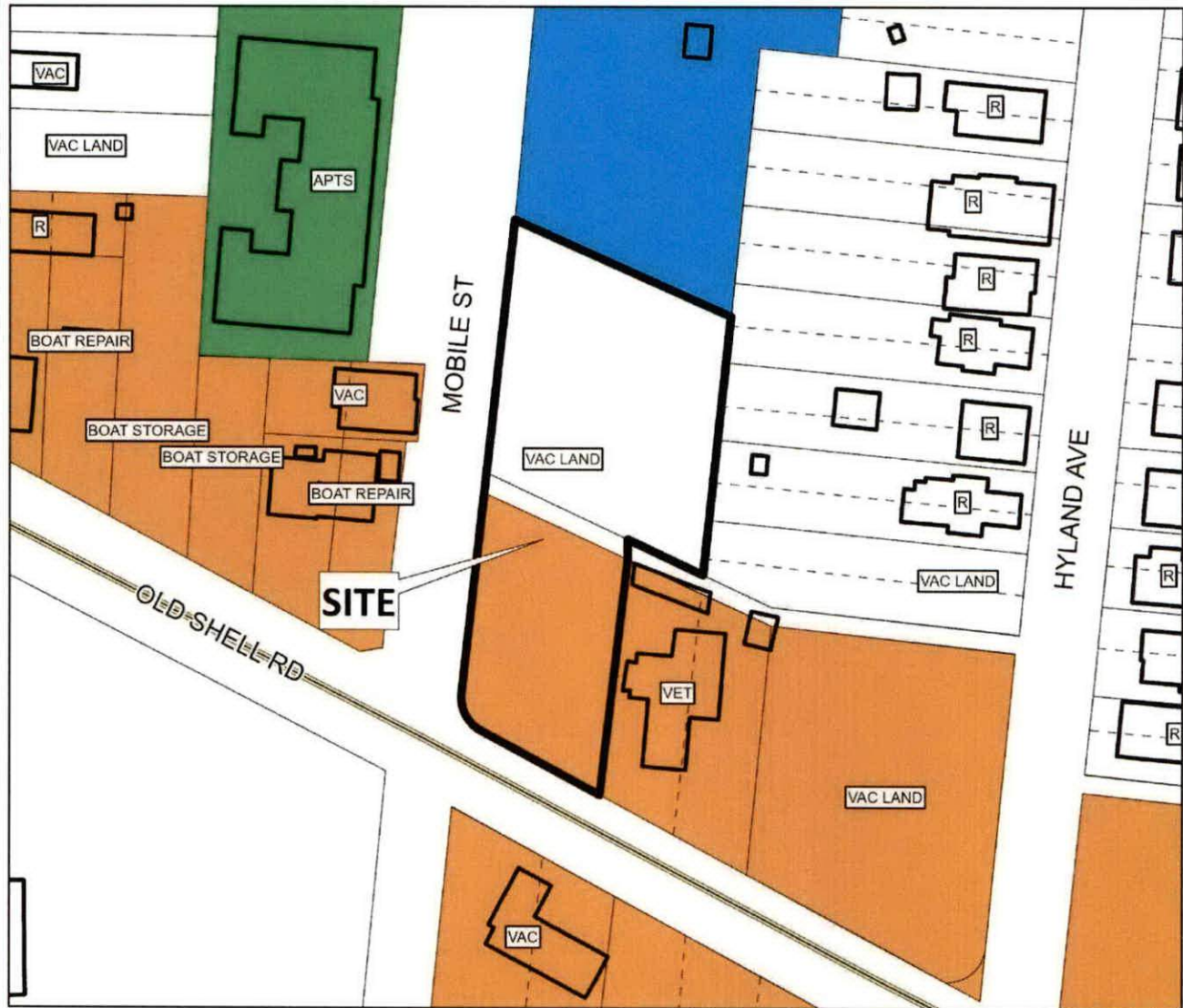
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 9 DATE October 17, 2024

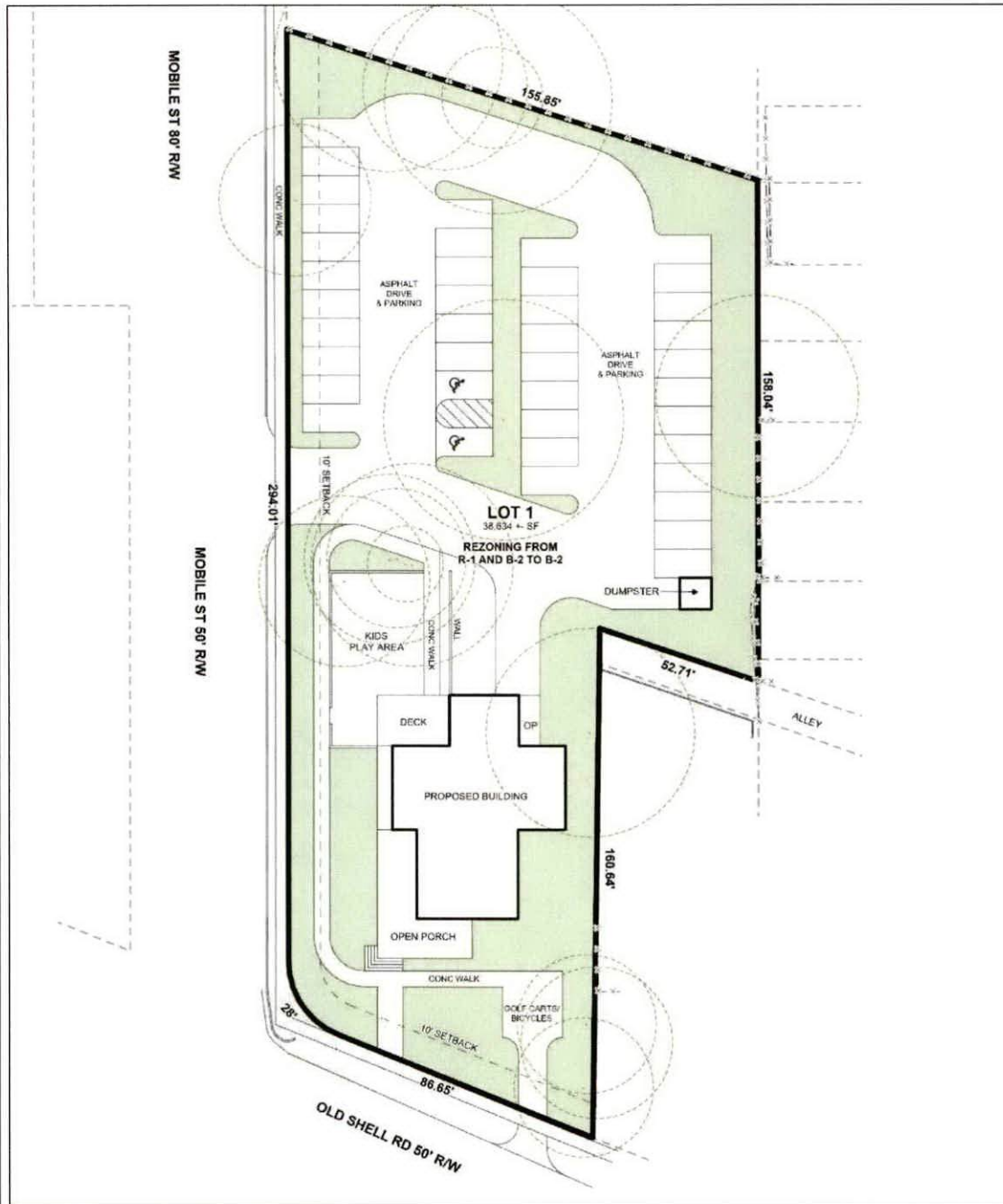
APPLICANT Revised Winston Heights Subdivision

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

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



SITE PLAN



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

APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

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



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

Zoning District Correspondence Matrix

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

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 674 Western Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 674 Western Drive from B-1, Buffer Business Suburban District, to B-3, Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 674 Western Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

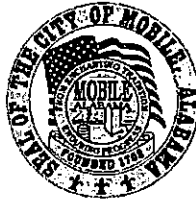
The classification of said property is hereby changed from **B-1, Buffer Business Suburban District** to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

C & R Partners, LLC
674 Western Drive
Council District 1
Cory Penn



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



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

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **C & R Partners, LLC** for a change in zoning from **B-1, Buffer Business Suburban District**, to **B-3, Community Business Suburban District**, for the property located at **674 Western Drive**.

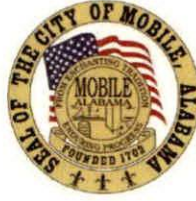
After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

October 11, 2024

TO: Mobile City Planning and Zoning

RE: City Rezoning ZON-UDC-003084-2024
Public Hearing Date: October 17, 2024

FROM: Richard Henderson
P.O. Box 2152
Mobile, AL 36652

PURPOSE: Opposition to Rezoning Proposal
674 Western Drive
Mobile Alabama, 36607

ISSUE: Quality of Life Impacts Associated with Rezoning B-1 to B-3

As a homeowner of the Western Drive community, I respectfully oppose the Application for Rezoning Buffer Suburban District (B-1) to Community Business Suburban District (B-3) in this area. My concerns are as follows:

- Traffic Dangers
- Property Values
- Noise and Privacy

Traffic dangers will increase due to the presence of more vehicles in the area. Moving forward with the rezoning increases the likelihood of serious accidents and injuries in an area that is already busy. In addition to adults, children and pets reside in the area. We work hard to create a haven for those who are most vulnerable and the increased traffic jeopardizes their safety and wellbeing.

Another concern is the decrease in property values for the homes that are currently in the area. I am not against industry but feel enough businesses are already in the area. My property has negatively fluctuated over the past several years. It decreased in 2017 and remained the same until 2020, only to decrease again in 2023. I feel the trend will continue with the additional of yet another company instead of another home for families. How many of us in Mobile, Alabama willingly moves into neighborhood surrounded by industry? Would you?

In addition to the increased noise, privacy is also a concern. The new business could bring an influx of people into the neighborhood from all levels of society. Some may not have the residence's best interest in mind.

CONCLUSION:

The issues discussed above are vitally important to the residents of Western Drive and surrounding streets in the neighborhood. I respectfully insist that this rezoning request be denied. I can be reached at 251-751-2257 for any follow questions or comments. Thank you for your consideration of this request and your work to create and promote overall public good for the people of this community.

Sincerely,

Richard Henderson



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, PETE RIEHM, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of C & R PARTNERS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 674 WESTERN DRIVE.

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

BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

Date

9/11/24



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	PETE RIEHM	GERALD D. BYRD
Firm:	C & R PARTNERS, LLC	BYRD SURVEYING
Phone:	251-442-4349	251-476-5010
Email:	priehm@cre-mobile.com	jerry@byrdsurveying.biz
Address:	3904 CAMELIA DRIVE, MOBILE 36693	2609 HALLS MILL ROAD, MOBILE 36606

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

674 WESTERN DRIVE

7500 SF

Property Address

Property Area (acres or square feet)

KEY #00712205

Parcel Number(s) or Key Number(s)

B-1 SUBURBAN

B-3 COMMUNITY BUSINESS

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE PROPERTIES IN THIS AREA ALONG WESTERN DRIVE ARE A MIXTURE OF B-1, B-2, AND I-1 ZONING CLASSIFICATIONS.

MIXED DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS

Requested Zoning

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

If yes, describe the error

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

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

AS DESCRIBED IN #1, THERE IS A MIXTURE OF ZONING CLASSIFICATIONS. SEVERAL BUSINESSES IN THE B-1 ZONE SHOULD BE IN A B-2 OR B-3 ZONE. THIS AREA HAS SUPPORTED VARIOUS BUSINESS TYPES FOR A LONG TIME.

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

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

THIS AREA HAS BEEN DEVELOPED FOR MANY YEARS AND THE OWNERSHIPS REMAIN STABLE.

2. Describe the surrounding land uses.

PROPERTY ON THE WEST SIDE OF WESTERN DRIVE IS ZONED I-1 AND DEVELOPED AS WAREHOUSE / DISTRIBUTION BUSINESSES.

SEVERAL PROPERTIES SOUTH OF THIS SITE ARE RESIDENCES LOCATED IN B-1 ZONING. TO THE EAST IS ZONED R-1 AND TO THE NORTH ARE BUSINESSES.

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

THE PROPOSED USE IS AN AUTOMOTIVE BODY SHOP WITH ALL REPAIR WORK BEING COMPLETED INSIDE THE BUILDING.

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

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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

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Owner Signature

Date

Kari P. Givens

Date

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Date

Kari P. Givens

9/10/2024

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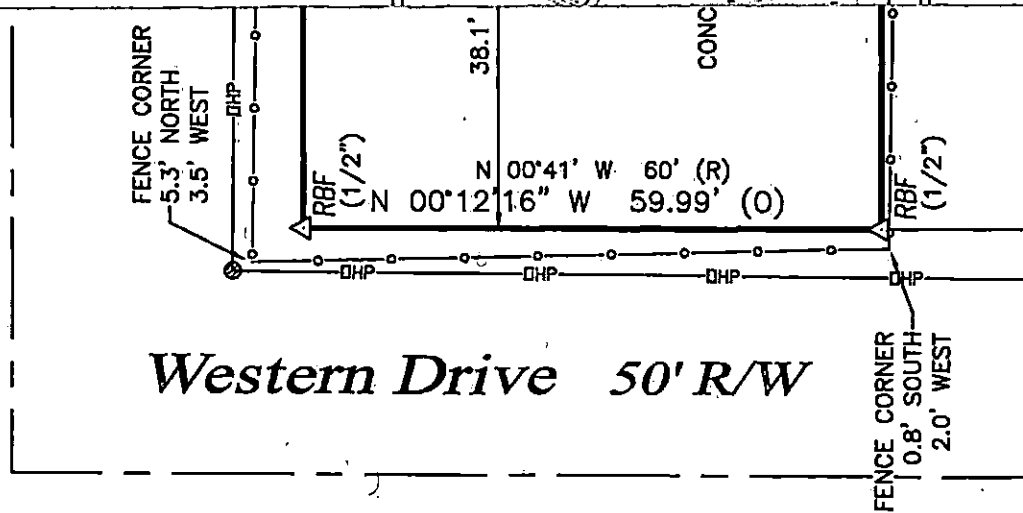
Build Mobile, PO Box 1827, Mobile, Alabama 36633

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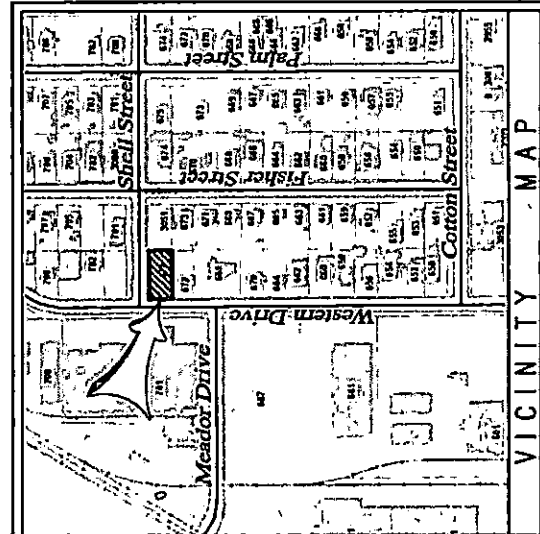
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EXISTING I-1 ZONING



VICINITY MAP

ZONE B-1 TO B-3
PARTNERS, LLC
WESTERN DRIVE

LOT 250, REVISION
PAGES 66-67
BYRD & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 11, 2024
= 20'



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/11/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

REZONING OF 674 WESTERN DRIVE

Neighborhood Meeting Date: SEPT. 9, 2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: BETHESDA CHRISTIAN CENTER 550 WESTERN DRIVE

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Kari Givens
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

x Kari P. Givens Date: 9/11/24

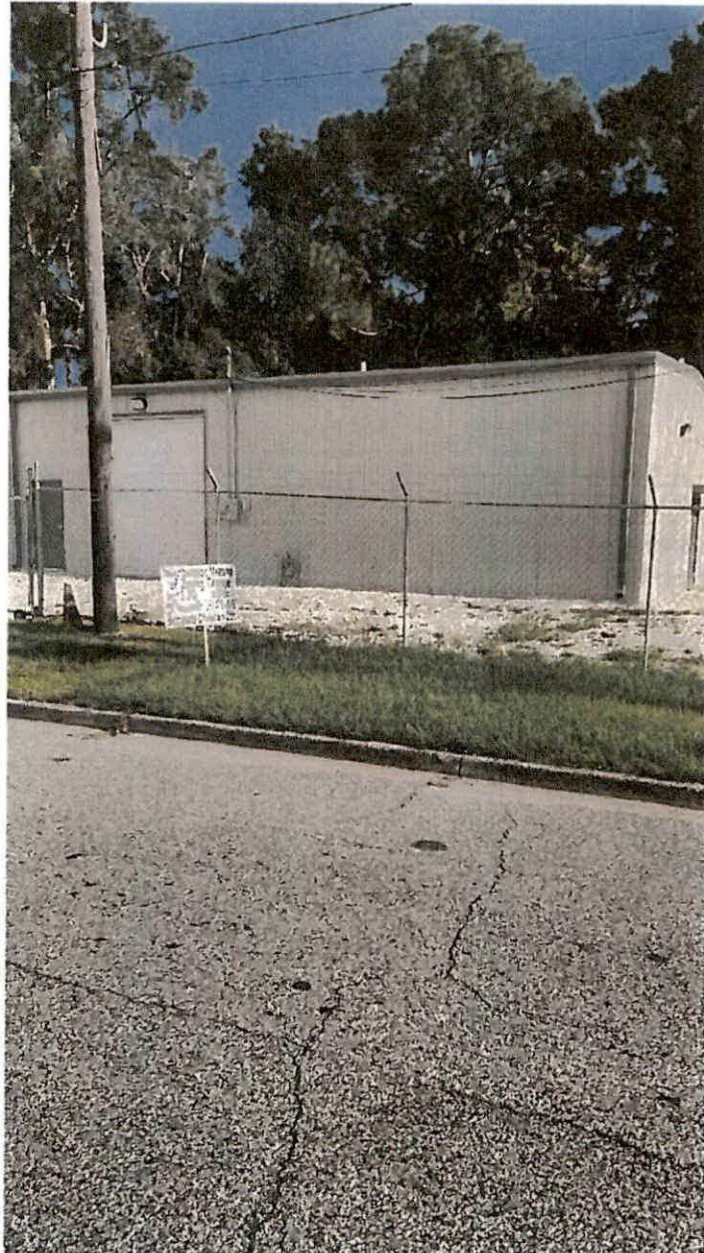
All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



08/27/24



08/27/24



08/27/24



08/27/24

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

C & R Partners, LLC
3904 Camellia Drive
Mobile, AL 36693

Dorothy S. Deihs
3058 Northwest Drive
Mobile, AL 36607

YRT Investments, LLC
169 Dauphin St., Suite 318
Mobile, AL 36602

McCorquodale & McLaurin, LLC
2714 2nd Avenue N.
Birmingham, AL 35203

UNIVAR USA, Inc.
Attn: Ashley Lydon
3075 Highland Pkwy, Suite 200
Downers Grove, IL 60515

Cinted Corporation
4940 Cape Coral Drive
Dallas, TX 75287

Roberts Family LP
3664 Dauphin Street
Mobile, AL 36608

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Mobile, AL 36606

Ollie D. Boykin
702 Western Drive
Mobile, AL 36607

C and H Property Group, LLC
P. O. Box 2152
Mobile, AL 36652

Julia L. Catrett
668 Western Drive
Mobile, AL 36607

Jeffery & Tracy Edwards
670 Western Drive
Mobile, AL 36607

ALMALOUF, LLC
1060 Highway 90 Drive
Mobile, AL 36693

Rhodes Properties, LLC
c/o Lowery Rhodes
P. O. Box 81686
Mobile, AL 36689

Carrie W. Snowden
c/o Brenda English
711 Fisher Street
Mobile, AL 36607

Freddie & Lettie Cooley
6505 Meadow Lakes Drive
North Richland Hills, TX 76180

Asonia V. Smith
705 Fisher Street
Mobile, AL 36607

Elisha & Bettie Rembert
702 Fisher Street
Mobile, AL 36607

Clyde & Patricia Roland, Jr.
701 Fisher Street
Mobile, AL 36607

Edward & Barbara Jean Thompson, Jr.
3051 Shell Street
Mobile, AL 36607

Bessie Johnson
673 Fisher Street
Mobile, AL 36607

Andrews J. Williams, Jr.
5567 Briarfield Lane
Mobile, AL 36693

Onie F. Cook, Jr.
669 Fisher Street
Mobile, AL 36607

Michael & Cynthia Maddox
667 Fisher Street
Mobile, AL 36607

Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
663 Fisher Street
Mobile, AL 36607

Milton & Mary Simmons
706 Fisher Street
Mobile, AL 36607

Catherine Davis
c/o Gwennetta Luckett
213 Tylertown Road
Clarksville, TN 37040

Elisha & Bettie Rembert, Jr.
702 Fisher Street
Mobile, AL 36607

Cassie Girby Perkins, Trustee
3008 Shell Street
Mobile, AL 36607



Robert & Alica McCall
674 Fisher Street
Mobile, AL 36607



Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshell & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

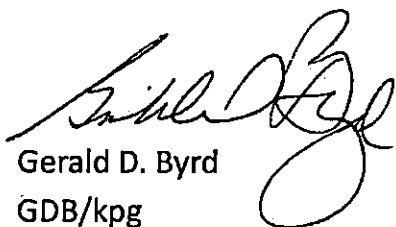
August 27, 2024

Dear Neighbor,

The owners of 674 Western Drive are proposing to rezone the property from B-1 to B-3 for the purpose of allowing an automotive body repair shop to locate in the building. The owner of the repair shop concentrates his business on small insurance repair jobs (i.e. repair dents, sand, paint, and buff, window glass replacement, upholstery repair, etc.). There are no planned improvements or additions to the building, drives, or parking areas.

These plans will be further explained at a neighborhood meeting to be held at the Bethesda Christian Center, 550 Western Drive at 4:15 p.m. on September 9, 2024.

Sincerely,


Gerald D. Byrd
GDB/kpg

Neighborhood Meeting Sign-In Sheet

Date: SEPT. 9 2024

Applicant: _____

BETHESDA CHRISTIAN CENTER

Meeting Location: 550 WESTERN DR.

Application(s): _____

Name: DARLENE Thomas Email: Darlenethomas@gmail.com
Address: 56 Macks Street Phone: 251-303-3626

Name: Patricia Roland Email: _____
Address: 701 Fisher Street Phone: (251) 476-9199

Name: Richard Henderson Email: _____
Address: P.O. Box 2152 Phone: 251-751-2257

Name: Mittie Benion Email: mittiebenions@yahoo.com
Address: 280 S Gray Ct Phone: 251 367 9688

Name: Sermaine Jones Email: auter1@gmail.com
Address: 1262 Peabody Dr. Phone: (251) 264-4207

Name: Sylvia Walker Email: sylviawalker59@yahoo.com
Address: 1450 Fisher St 36609 Phone: 251-605-8971

Name: BRIND FRANKLIN Email: LAKERMAN312GMAIL.COM
Address: 664 Rice St Phone: (251) 361-6654

Name: Chivern N Sampson Email: Chivernhoney@gmail.com
Address: 2673 McKinney St. Phone: (251) 513-1631

MINUTES FOR NEIGHBORHOOD MEETING FOR REZONING 674 WESTERN DRIVE

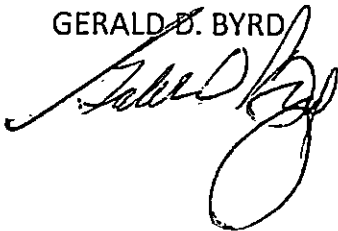
ON SEPTEMBER 9, 2024, A NEIGHBORHOOD MEETING WAS HELD AT BETHESDA CHRISTIAN CENTER, 550 WESTERN DRIVE, TO DISCUSS THE PROPOSED REZONING FOR 674 WESTERN DRIVE. THE MEETING WAS SCHEDULED TO BEGIN AT 4:15 P.M. BUT WAS ACTUALLY STARTED AT 4:20 P.M. TO ALLOW EXTRA TIME FOR PEOPLE TO ARRIVE. THERE WERE 10 PEOPLE IN ATTENDANCE WHICH INCLUDED THE PROSPECTIVE TENANT, THE OWNER (PETE RIEHM), AND MYSELF.

WE EXPLAINED THE PROPOSED USE OF THE PROPERTY WHICH WAS FOLLOWED BY QUESTIONS FROM THE AUDIENCE AND ANSWERS FROM THE OWNER AND TENANT. I EXPLAINED THE REST OF THE REZONING PROCEDURE I.E. APPLICATION, PLANNING COMMISSION MEETING, AND CITY COUNCIL.

BEING NO FURTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 4:45 P.M.

RESPECTFULLY SUBMITTED,

GERALD D. BYRD

A handwritten signature in black ink, appearing to read "Gerald D. Byrd", written over the printed name.

Byrd Surveying

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Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
663 Fisher Street
Mobile, AL 36607

Milton & Mary Simmons
706 Fisher Street
Mobile, AL 36607

Catherine Davis
c/o Gwennetta Luckett
213 Tylertown Road
Clarksville, TN 37040

Elisha & Bettie Rembert, Jr.
702 Fisher Street
Mobile, AL 36607

Cassie Girby Perkins, Trustee
3008 Shell Street
Mobile, AL 36607

Robert & Alica McCall
674 Fisher Street
Mobile, AL 36607

Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshall & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

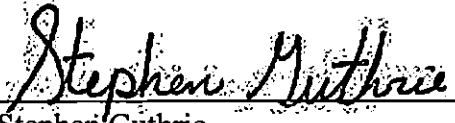
1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

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

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



Agenda Item # 7
ZON-UDC-003084-2024

View additional details on this proposal and all application materials using the following link:
[**Applicant Materials for Consideration**](#)

DETAILS

Location:
674 Western Drive

Applicant / Agent:
C & R Partners, LLC

Property Owner:
Pete Riehm, C & R Partners, LLC

Current Zoning:
B-1, Buffer Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Density Residential

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Rezoning from B-1 Suburban to B-3 Suburban
 - **Note:**
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

- Commission Considerations:**
1. Rezoning with two (2) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



SITE HISTORY

The site was originally part of the Revision and Extension to Liberty Park Subdivision, the plat for which was recorded in Mobile County Probate Court in February 1943.

The Board of Zoning Adjustment approved Use, Side Yard Setback, and Rear Yard Setbacks variances in January 1974 to facilitate construction of the existing commercial warehouse on residentially zoned property with reduced side and rear yard setbacks.

Rezoning of multiple properties along Western Drive, including the subject site, from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its October 7, 1980 meeting. That rezoning application was based upon a study by Planning staff, at the request of the Board of Zoning Adjustment, and was approved by the Planning Commission.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District to facilitate use of the property as an automotive body repair shop. A detailed description and justification of the request can be viewed using the link on Page 1 of this report.

The site is adjacent to properties zoned B-1 Suburban to the North and South; R-1 Suburban to the East; and I-1 to the West. The predominant land uses in the area are residential, with the exception of the industrial warehousing and distribution uses within the nearby I-1 zoned districts. There are various office uses within the B-1 zoned portions of the neighborhood, as well as a church. There is one (1) B-2 Suburban-zoned property along Western Drive, the rezoning for which was originally denied by the Planning Commission, but approved by City Council in 2014. The only B-3 zoned property along Western Drive is located at its Northeast intersection with Moffett Road, over one-half (1/2) mile South of the subject site.

As previously stated, the 1980 rezoning was initiated at the request of the Board of Zoning Adjustment due to the large number of Use Variance requests along Western Drive. Planning staff suggested that B-1, Buffer Business District, would be an appropriate transitional zoning district due to the numerous residences that are located in the area.

The applicant has not provided evidence that rezoning of the property to a higher zoning classification is supported by any of the criteria used to justify amendments to the zoning map. To the contrary, rezoning of the site would create a situation of "spot-zoning" that would facilitate a use of the property that is generally incompatible with the surrounding neighborhood and the abutting residential uses. Moreover, this site has been given a Mixed Density Residential future land use designation, which indicates residential development should be supported. As such, rezoning of the site may also be incompatible with the Future Land Use Map.

It should be noted that the Use Variance approved by the Board of Zoning Adjustment in 1974 allowing use of the property as a warehouse remains in effect as long as the site meets the conditions of variance approval, as stipulated by the Board at that time. Such a use is allowed by right in a B-3 zoning district if the warehouse is less than 40,000 square feet. If the development has not had a negative impact on the surrounding neighborhood since 1974, it may suggest that rezoning of the site to B-3 may be appropriate depending on the circumstances that facilitated approval of the Variance (such as development trends at that time). In this context, the

Commission should review the applicable criteria for rezoning approval to determine if the site meets any of the conditions that would justify the rezoning.

The Business License history of the site indicates use by various contractors – electrical, mechanical, and general.

The site plan provided with the rezoning application depicts the existing development. No changes to the site are proposed with the rezoning; however, if approved, protection buffers compliant with the applicable standards of the Unified Development Code (UDC) should be required where the site adjoins residentially used property to the East and West. If rezoning of the property is approved, any future development or redevelopment of the property will require full compliance with the applicable provisions of the UDC.

Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

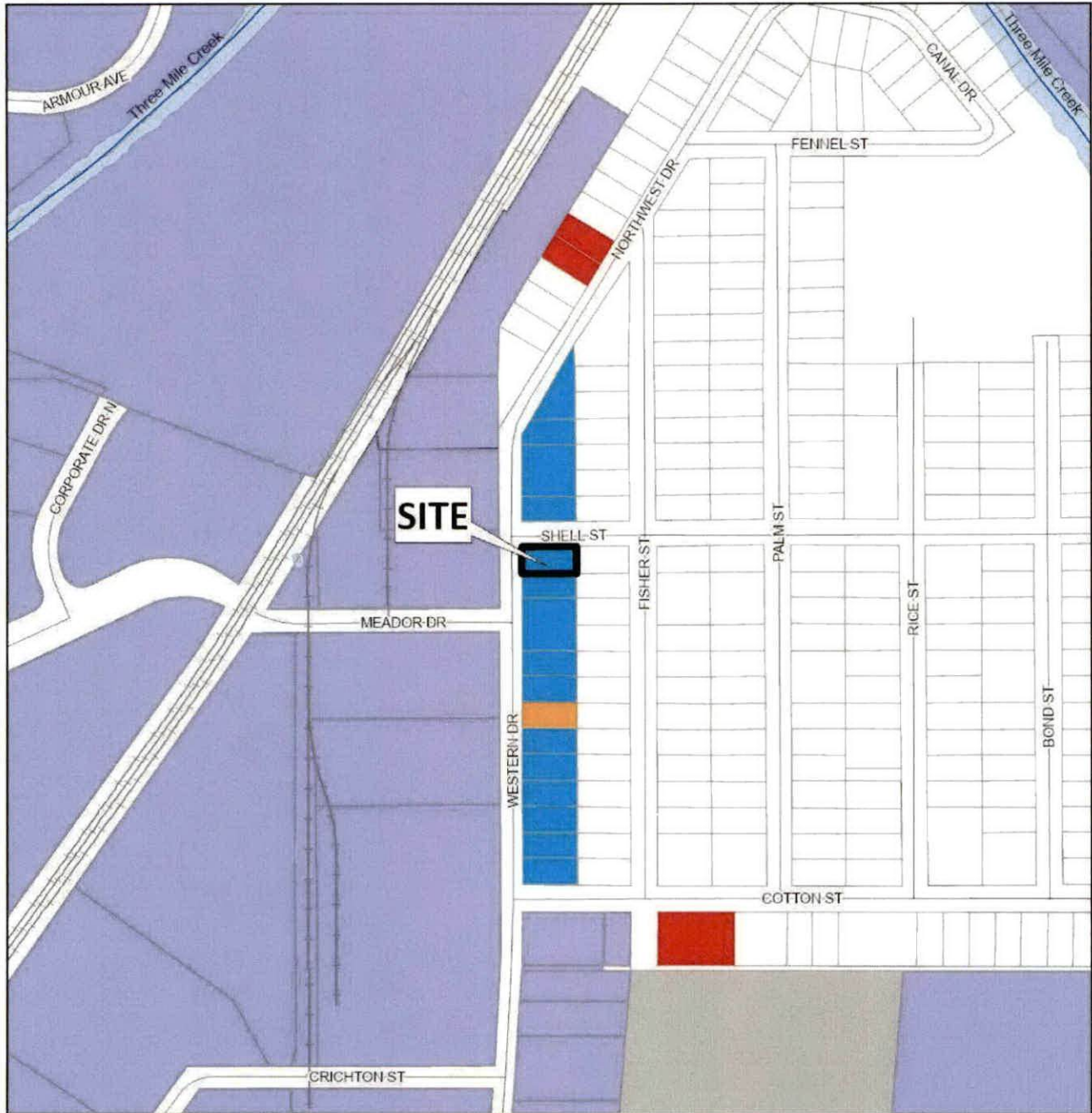
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following conditions could apply:

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER 7 DATE October 17, 2024

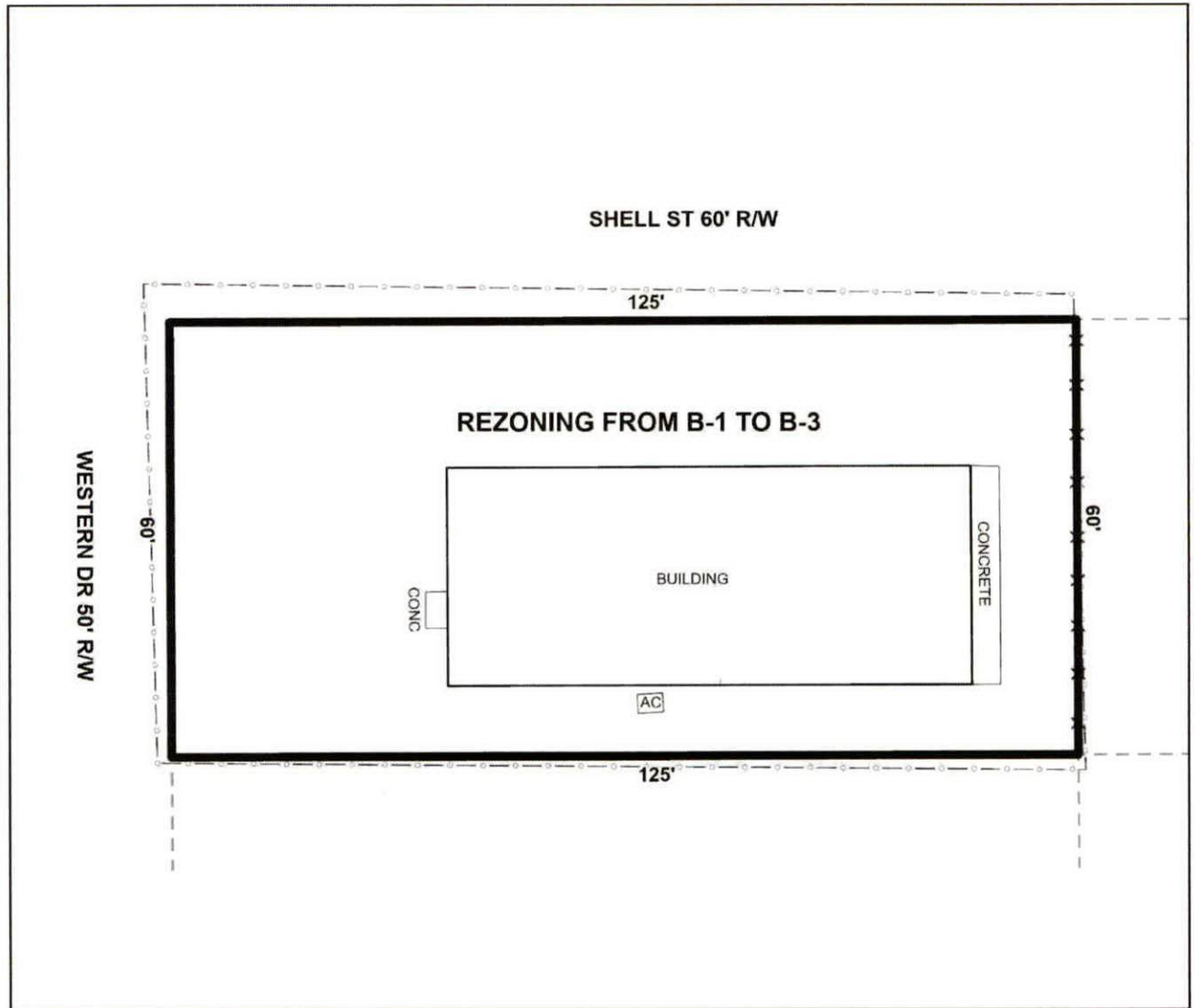
APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3

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	



SITE PLAN



The site plan illustrates the existing building and fencing.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3



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

Zoning District Correspondence Matrix

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

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF**

Sponsored by Mayor, William S. Stimpson and Council Member, Cory Penn

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property at Shelton Beach Road Extension, Mobile, AL 36618, vacant land: 213.83 ± acres – key nos. 1659734, 326515, 326481, 326506, hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to The Rain Group, a nonprofit organization.

SEE ATTACHED EXHIBIT ‘A’

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director of Real Estate and Asset Management of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: The proceeds from this sale are to be placed in Real Estate Acquisitions and Development Account.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

Exhibit A

Legal Description:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEADERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.



THIS INSTRUMENT PREPARED BY:
Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water Street Suite 22200
Mobile, Alabama 36602

execution version

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into effective as of the Effective Date, as hereinafter defined, by and between THE CITY OF MOBILE, an Alabama municipal corporation (hereinafter referred to as “Seller” or “City”) and The Rain Group, Inc., a nonprofit organization, (hereinafter referred to as “Purchaser”).

BACKGROUND:

WHEREAS, Seller is the fee owner of approximately 214 acres of undeveloped real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 and more particularly described as Parcel A and Parcel B in **Exhibit A** attached hereto and made a part hereof by reference (“Property”);

WHEREAS, Seller has never utilized the Property and is currently not utilizing the Property;

WHEREAS, Resolution 60-294-2021 was approved on April 27, 2021 authorizing Seller to sell the Property and stating that upon receipt of a purchase offer with favorable terms and conditions, “the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement”;

WHEREAS, the City Clerk’s office held a public opening of bid submissions on June 30, 2021, in the atrium of Government Plaza, with no purchaser offers received. During the 30-day public posting in June 2021, a physical FOR SALE sign was erected facing Shelton Beach Road, the sale was advertised in required newspapers, online, and on the Seller’s procurement page, all in compliance with applicable city ordinance;

WHEREAS, on October 30, 2024, Seller received a proposal from Purchaser, attached hereto as **Exhibit B**, to purchase the Property for the purpose of developing the Property into a community campus that includes emergency shelter infrastructure, transitional housing for unhoused individuals, and a workforce development facility that will provide individuals with industry-specific training and other assistance needed to help individuals transition into the workforce;

WHEREAS, Seller has determined that because Purchaser's proposed use of the Property provides a critical service to the community that the City currently lacks, and that because Purchaser's intended use serves a public purpose by promoting public health, safety, and general welfare, Seller desires to sell the Property to Purchaser for \$1.00 subject to the condition that Purchaser agrees to use the Property to serve the community for the duration of Purchaser's ownership of the Property; and

WHEREAS, upon Closing, Purchaser will move forward in working in conjunction with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population.

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto. Purchaser understands and agrees that Purchaser's Insurable Fee Simple Title (as defined in Section 4 below) will be subject to the requirement that, for as long as Purchaser owns the Property, Purchaser must utilize the Property for a public purpose that provides assistance to the City's unhoused population, and at Closing, Purchaser shall grant to Seller a right of first refusal to purchase Purchaser's Insurable Fee Simple Title pursuant to the terms provided in the form Right of First Refusal Agreement attached hereto as **Exhibit C-2**.
2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be One and No/100 Dollars (\$1.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein. Purchaser's obligation to close is not contingent on obtaining financing.
3. **Earnest Money.** There shall be no payment of money by Purchaser to Seller prior to Closing ("Earnest Money").
4. **Survey and Title.**
 - 4.1. **Survey.** An existing, unsigned Subdivision Survey by Byrd Surveying, October 20, 2020 ("Existing Survey"), may be provided at Purchaser's request. Purchaser may, at Purchaser's sole cost and expense, obtain a new and/or updated survey certified by a registered surveyor (the "New Survey").
 - 4.2. **Seller's Title.** At the Closing, Seller shall convey with Insurable Fee Simple Title to the Property by Statutory Warranty Deed to Purchaser, in the form attached hereto as **Exhibit C-1**, subject only to the following exceptions (herein referred to as the "Permitted Exceptions"):
 - (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
 - (ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
 - (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
 - (iv) easements for public or private utilities and/or roadways of record or in place;

- (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama or otherwise discoverable during physical inspection of the Property; and
- (vi) all matters disclosed by any New Survey and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with Section 4.3.

"Insurable Fee Simple Title," as used in this Agreement, shall mean such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

- 4.3. Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's sole expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B in the amount of the Purchase Price (the "Title Commitment") subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the New Survey (if obtained by Purchaser pursuant to Section 4.1), Purchaser shall advise Seller in writing of any objections to the Title Commitment and/or the New Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the New Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections ("Cure Notice Period") in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so, and Seller's failure to provide such notice within the Cure Notice Period shall be deemed to Seller's decision not to cure. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the earlier of (i) Purchaser's receipt of Seller's notice regarding cure or (ii) expiration of the Cure Notice Period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative by written notice to Seller within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the New Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 4.3 shall apply with respect thereto as if set forth herein in full. If the Seller elects to cure and provides notice thereof within Seller's Cure Notice Period, but after the deadline for Closing provided in Section 8.1, then the Closing shall occur within fifteen (15) days after the expiration of said Cure Notice Period.

4.4. Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this Section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending at 5:00 P.M. Central Time on the date that is fifteen (15) days following the Effective Date (the "Inspection Period"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

5.1. Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.

5.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
- (ii) the individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing;
- (iii) the execution of every document delivered by Seller pursuant to this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:
 - a. constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;

- b. constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- c. cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
- d. violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

5.3. Pending Litigation. Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.

5.4. Tenants. There are no current leases or tenants.

5.5. Management Contracts. There are no management arrangements or service contracts respecting the Property.

5.6. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, authorized or allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

5.7. Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property, except that (i) both Parcel A and B comprising the Property appear to be affected by wetlands near Eight Mile Creek and (ii) the wetlands delineation report dated April 24, 2023 prepared for the City by Barry A. Vittor & Associates, Inc., attached hereto as **Exhibit D** and incorporated herein by reference, describes wetlands located within Parcel A.

5.8. No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's development and use of the Property. The City does not represent that the Property is or can be zoned for the proposed use.

6. **Purchaser's Representations.** Purchaser represents and warrants that: (i) Purchaser is as 501(c)(3) non-profit corporation authorized to operate in the State of Alabama; (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; (iii) the execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party; and (iv) Purchaser will pursue the development of the Property as described in the proposal documents attached hereto as **Exhibit B** and incorporated herein by reference, and Purchaser will work with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population. If any circumstances change between the Effective Date of this Agreement and Closing that could alter

the accuracy of Purchaser's representations and warranties in this Section, Purchaser shall provide Seller written notice thereof prior to Closing and Seller shall then notify Purchaser in writing as to whether Seller elects to either terminate this Agreement or give Purchaser ten (10) days to cure.

7. **Closing Conditions.** Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing within the applicable time period, or prior to Closing if no required time period, that same are not satisfied, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. **Title.** Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a title policy pursuant to the Title Commitment ("Title Policy").

7.2. **Property Conditions.** Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period.

7.3. **Compliance with Agreement.** Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the date of Closing, as may be extended pursuant to Section 4.

7.4. **Right of First Refusal.** Seller's obligations under this Agreement are subject to Purchaser's execution of a Right of First Refusal Agreement in the form attached hereto as **Exhibit C-2**.

8. **Closing.**

8.1 **Closing Date and Location.** Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than fifteen (15) days after end of the Inspection Period, with Pierce Ledyard Johnston, PC, at 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Agent").

8.2 **Deliveries at Closing.** The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 2 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;

- 8.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 5 of this Agreement;
- 8.2.3 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the date of Closing without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);
- 8.2.4 A duly executed ROFR in the form attached hereto as **Exhibit C-2** to be recorded at Closing immediately after recordation of the Statutory Warranty Deed;
- 8.2.5 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;
- 8.2.6 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.7 Physical possession of all the Property; and
- 8.2.8 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.
- 8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu

thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

9. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

10. **Default.**

10.1 Seller's Default.

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

10.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 10.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

10.2 Purchaser's Default.

10.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be

relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

11. **Assignment of Agreement.** This Agreement is not assignable.
12. **Time of Essence.** Time is of the essence hereof.
13. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:
 - (i) by United States registered or certified mail, return receipt requested, postage prepaid,
 - (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts,
 - (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or
 - (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
Assistant City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: rwoods@cityofmobile.org

Purchaser:

The Rain Group, Inc.
a nonprofit organization
1315 Warren Drive
Daphne, AL 36526
Attn: _____
e-mail: _____

Copy to:

The Rain Group, Inc.
a nonprofit organization
2122 Hand Avenue
Mobile, AL 36612
Attn: _____
e-mail: _____

14. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.
17. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.
18. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday (as set forth in 5. U.S. Code § 6103), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.
19. **Effective Date.** This Agreement shall be effective as the day on which both parties have executed an identical counterpart of this Agreement, as indicated by the dates next to each party's signature (the "Effective Date").
20. **Anti-Discrimination.** All of City of Mobile contracts require that parties 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.
21. **Immigration.** 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. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

-SIGNATURES TO FOLLOW-

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, an Alabama Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

The Rain Group, Inc. a nonprofit organization

By: _____

Name: _____

Its: _____

Date: _____

STATE of Alabama

COUNTY of _____

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that _____, as _____ of The Rain Group, Inc., a nonprofit organization whose name is signed to the foregoing Purchase and Sale Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of December, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT A

Location: Shelton Beach Road Extension, Mobile, Alabama 36618

LEGAL DESCRIPTION:

STATE OF ALABAMA COUNTY OF MOBILE

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

Purchaser's October 30, 2024 Proposal and Supporting Documentation Describing Purchaser's Proposed Project



Phone: (877)-475-6418
Website: theraingroup.org
Email: info@theraingroup.org

Mobile Community Development Initiative

A Comprehensive Development Framework

Executive Overview

The Mobile Community Development Initiative presents a transformative approach to urban development, encompassing 200+ acres in Mobile, Alabama. This project represents a paradigm shift in community development, integrating storm resilience, workforce development, and community sustainability into a cohesive ecosystem. The initiative's comprehensive scope is reflected in its ambitious metrics: the creation of employment opportunities, development of at least 1000 housing units, and annual training capacity for 2,000 individuals. At its core, the project features storm protection facilities capable of sheltering more than 700 residents during severe weather events, demonstrating our commitment to community safety and resilience.

Site Layout and Core Infrastructure

The master plan to be offered will strategically divide the 200+ acre development into six interconnected zones, each meticulously designed to serve specific community needs while maintaining operational synergy. At the heart of the development lies the Emergency Response & Community Safety zone, occupying 5 crucial acres. This zone's centerpiece, a 10,000-12,000 square-foot storm shelter complex designed to withstand Category 5 hurricane conditions while providing comprehensive emergency management capabilities.

The facility transcends traditional shelter design, incorporating advanced medical triage capabilities, sophisticated emergency operations facilities, and extensive supply storage areas. This robust emergency response infrastructure ensures that community safety

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remains paramount while seamlessly integrating with daily community functions through thoughtful design and accessibility considerations.

Workforce Development Framework

The Workforce Development Campus, spanning 50 acres, serves as the economic engine of the community. Centered around a state-of-the-art training facility, this campus represents a comprehensive approach to economic empowerment and career advancement. The facility houses specialized classrooms, hands-on workshops, and advanced computer laboratories, each designed to facilitate industry-specific training programs in high-demand sectors including manufacturing, healthcare, and technology.

Understanding that workforce development extends beyond traditional training, the Rain Group has incorporated a comprehensive barrier elimination strategy. Therefore, we will facilitate grass roots recruitment efforts; and provide appropriate clothing, transportation assistance, and on-site childcare facilities. Additionally, we will integrate digital access support to address the practical needs that might otherwise impede program entry and completion. This holistic approach transforms traditional workforce development into a comprehensive pathway to economic independence, supported by direct industry partnerships that create immediate employment opportunities for program graduates.

Housing and Community Integration

The residential development component, occupying 70 acres, exemplifies innovative community planning through its mixed-income approach and comprehensive support infrastructure. Our goal is to provide access to housing to individuals that are un-housed and 'the hardest to reach' based on the lack of life of experiences. This model addresses housing instability by integrating housing solutions within a broader framework of community support. The housing continuum begins with emergency shelter access and progresses through transitional housing to permanent supportive housing and affordable rental units, ultimately offering paths to homeownership for those who choose it.

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Critical to the housing program's success is its robust barrier elimination strategy, which includes deposit assistance, utility connection support, and furniture assistance programs. These support services, combined with moving assistance and housing navigation support, ensure smooth transitions between housing types while maintaining long-term stability. The residential zones feature thoughtfully designed multi-family developments, townhouses, and single-family homes, creating a truly integrated community where green spaces and community amenities ensure every resident has easy access to recreation, childcare, and gathering spaces.

Implementation Timeline

The development's implementation follows a meticulously orchestrated three-phase approach spanning 36 months, ensuring systematic progression from groundwork to community activation. Phase 1, the Foundation phase, encompasses the initial 12 months and focuses on establishing critical infrastructure that will support the entire development. This period begins with comprehensive environmental studies and site preparation, prioritizing the storm shelter complex construction to ensure community safety from the earliest stages. The implementation of utility infrastructure during this phase includes forward-thinking elements such as smart grid integration and sustainable water management systems.

Phase 2, the Core Development phase, will mark the crucial transition from infrastructure to community building during months 13-24. This period witnesses the completion of the storm shelter complex and accelerated progress on the workforce development center. As the first residential units take shape, the technology infrastructure installation creates the backbone for a smart, connected community. The final phase, Expansion, transforms the site from a construction project into a thriving community over months 25-36, completing residential areas, finalizing commercial spaces, and fully implementing community programs. This carefully planned progression ensures that each component builds upon the previous, creating a solid foundation for long-term community success.



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Funding Structure

The funding structure leverages multiple sources, from government funding through various programs including HUD Community Development, USDA Grants, FEMA Resilience Grants, Department of Labor Workforce Development initiatives, and leveraging HUD vouchers. We will also secure funds from private investors; this funding architecture carefully balances public and private funding sources, creating a sustainable model for large-scale community development.

Technology and Innovation

The development's technology infrastructure creates a robust foundation for innovation and future growth, positioning the community at the forefront of digital integration and smart city development. A comprehensive fiber optic network and 5G coverage support remote work capabilities and digital inclusion initiatives, while smart city infrastructure enables efficient resource management and improved community services. A data center and innovation hub will provide essential resources for technology companies and entrepreneurs, creating a fertile environment for economic growth and technological advancement.

This technological framework extends beyond basic connectivity to create a truly integrated digital ecosystem. The community-wide platform facilitates everything from emergency management to daily service delivery, while environmental monitoring systems ensure optimal resource utilization. Through careful integration of these technologies, the development creates a living laboratory for smart city innovation while ensuring that digital resources remain accessible and beneficial to all community members, regardless of their technological expertise.

Environmental Sustainability

Environmental considerations permeate every aspect of this development, from infrastructure design to daily operations. The green infrastructure network includes

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extensive parks, walking trails, and natural areas that serve both recreational and ecological functions. Sustainable design elements are incorporated at every level, from energy-efficient buildings to water conservation systems and native landscaping, creating a comprehensive approach to environmental stewardship that enhances both community resilience and quality of life.

The technology infrastructure actively supports environmental goals through smart monitoring systems that optimize resource use and reduce waste. Solar arrays and smart grid integration provide clean energy, while advanced water management systems protect against flooding and ensure sustainable water use. This integrated approach to environmental sustainability not only reduces the development's ecological footprint but also creates a model for future sustainable community development, demonstrating how environmental responsibility can align with economic and social progress.

Community Support Services

The Community Couch platform serves as the cornerstone of the development's engagement strategy, representing an innovative approach to community building and service delivery. Fully equipped mobile units provide flexible, responsive community outreach, bringing services directly to residents wherever they're needed. This mobile approach is supported by a robust digital infrastructure that includes an online portal, mobile app, and comprehensive resource database, ensuring that support services remain accessible and responsive to community needs.

The support services network provides comprehensive assistance ranging from mental health services and substance abuse programs to educational assistance and financial literacy training. These services are delivered through a coordinated approach that recognizes the interconnected nature of personal and community well-being. Regular health screenings, career counseling, and other essential services ensure that residents have access to the resources they need to thrive, while community engagement programs

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foster social connections and cultural engagement that strengthen the fabric of the community.

Success Metrics and Evaluation

The initiative's success metrics encompass both individual progress and community-wide impact, creating a comprehensive framework for evaluating and improving program effectiveness. Individual metrics track crucial indicators including housing stability rates, employment retention, income growth, and health improvements, providing detailed insights into personal progress and program effectiveness. Community-level metrics monitor broader indicators such as homelessness reduction, employment rates, and economic growth, ensuring that the development's impact extends beyond individual success stories to create meaningful community-wide change.

The commitment to continuous improvement is embedded in every aspect of the development through regular evaluations, outcome tracking, and program adaptation. Client feedback drives program adjustments, while staff development ensures high-quality service delivery. This data-driven approach to evaluation and improvement ensures that the development remains responsive to community needs while continuously enhancing its effectiveness and impact. Through this comprehensive evaluation framework, the initiative not only measures its success but also creates a model for data-driven community development that can inform similar projects across the region and beyond.

In conclusion, The Mobile Community Development Initiative represents a paradigm shift in urban development, demonstrating how thoughtful integration of infrastructure, technology, and social services can create lasting community resilience. This initiative transcends traditional development models by addressing multiple critical challenges simultaneously: environmental vulnerability, economic opportunity, and social equity. Through its innovative design and comprehensive approach, the initiative establishes new standards for community development in coastal regions.



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The development's strategic framework—encompassing 200+ acres of carefully planned space—creates a self-reinforcing ecosystem where each component strengthens the others. The Category 5-rated storm shelter provides immediate security, while the workforce development campus ensures long-term economic stability. The mixed-income residential areas, supported by comprehensive social services, create an inclusive community where diversity becomes a catalyst for growth and innovation. This interconnected approach ensures that the whole becomes greater than the sum of its parts.

The development's impact extends far beyond its physical boundaries by creating jobs, providing workforce development, and offering storm protection for residents. We will address critical regional needs while establishing Mobile as a leader in resilient community development. The integration of advanced technology infrastructure positions the community at the forefront of digital innovation, while comprehensive environmental systems ensure long-term sustainability.

Most significantly, the Mobile Community Development Initiative provides a replicable framework for addressing the complex challenges facing coastal communities in the 21st century. Through its holistic approach to community resilience, economic development, and social equity, the initiative creates a model that can be adapted and implemented across the Gulf Coast region and beyond. As communities worldwide grapple with similar challenges of environmental vulnerability, economic disparity, and social fragmentation, this development offers a proven pathway toward sustainable, equitable, and resilient community development.

The success of this initiative will not be measured solely by its physical infrastructure, technology infrastructure nor its financial returns, but by its ability to transform lives and strengthen community bonds. Through careful planning, comprehensive support systems, and a commitment to continuous improvement, the Mobile Community Development Initiative sets new standards for what community development can achieve. As we move forward with implementation, we are not just building structures, we are creating a legacy of resilience, opportunity, and sustainable growth that will benefit generations to come.

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The time has come for a new approach to community development—one that recognizes the interconnected nature of environmental, economic, and social challenges. The Mobile Community Development Initiative answers this call with a comprehensive, innovative solution that promises to transform not just a single community, but the very way we think about urban development in vulnerable coastal regions. As we proceed with implementation, we invite stakeholders, partners, and community members to join us in this transformative endeavor that will reshape the future of community development.

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EXHIBIT C -1

STATUTORY WARRANTY DEED (form)

Grantee's Tax Notice Address:

1315 Warren Drive
Daphne, AL 36526

2122 Hand Avenue
Mobile, AL 36612

Grantor's Address:

Office of City Clerk
205 Government Plaza
Mobile, Alabama 36644

Property Address:

Undeveloped real property on Shelton
Beach Road in Mobile County, Alabama
36618 having key #s 1659734, 326515,
326481, and 326506

Appraised Value: \$217,000

This instrument prepared by:

Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water St., Suite 22200
Mobile, Alabama 36602

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF MOBILE, ALABAMA** (hereinafter "Grantor"), for and in consideration of the sum of **TEN AND 0/100 DOLLARS (\$10.00)** in hand paid this day to the said Grantor by **The Rain Group, Inc., a non-profit corporation** ("Grantee"), does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee all of that certain undeveloped real property located on Shelton Beach Road in the County of Mobile, State of Alabama and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM such, oil, gas and other minerals, in on and under the above described property as may have been previously reserved by or conveyed by predecessors in title, but it being the intent of the Grantor to convey all other interests to Grantee.

The real property conveyed herein is conveyed **SUBJECT TO THE FOLLOWING:**

1. The lien for ad valorem taxes not yet due and payable
2. Instruments applicable to the real property which are of record in the Office of the Judge of Probate of Mobile County, Alabama.

THE REAL PROPERTY CONVEYED HEREBY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD, the above described real property together with all and singular, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said Grantee, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the undersigned has caused this deed to be properly executed and delivered this ____ day of _____, 2025.

GRANTOR:

CITY OF MOBILE, a municipal corporation

By: _____

Name: William S. Stimpson

Its: Mayor

STATE OF ALABAMA)

)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM S. STIMPSON whose name as the Mayor of the City of Mobile, 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 agreement, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said cooperative district as of the day the same bears date. Given under my hand this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT C-2

RIGHT OF FIRST REFUSAL AGREEMENT (form)

RIGHT OF FIRST REFUSAL AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Right of First Refusal Agreement, ("Agreement") is made and entered into effective as of the Effective Date, as hereinafter defined, by and between The Rain Group, a non-profit organization ("Owner") and THE CITY OF MOBILE, an Alabama municipal corporation ("City").

For and in consideration of the mutual promises, covenants, stipulations, understandings and agreements hereinafter set forth, Owner hereby grants unto City, upon the terms and conditions set forth herein, an irrevocable and exclusive Right of First Refusal ("ROFR") to purchase the real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 ("Property") and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

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I. The ROFR

If Owner receives and desires to accept a bona fide offer to purchase Owner's fee simple interest in the Property ("Offer"), Owner shall provide written notice to City with an exact copy of all of the terms and conditions of such offer attached thereto, and City shall have the right to purchase Owner's fee simple interest in the Property on the same terms and conditions set forth in the Offer, provided that City delivers written notice to Owner of its election to do so ("Acceptance Notice") within twenty (20) days after receipt of such notice and Offer from Owner ("ROFR Deadline"). If City does not deliver its Acceptance Notice prior to the ROFR Deadline, Owner may proceed in selling its fee simple interest in the Property provided that the sale is consummated

with the same offeror on the same terms and conditions in the Offer. If the sale to the offeror does not consummate, the foregoing preemptive ROFR shall remain in existence notwithstanding City's non-exercise of the ROFR. The ROFR shall be terminated and forever upon the first of the following to occur:

(a) Upon purchase of the Property either by City or by offeror, provided offeror's purchase occurs only after compliance with the ROFR requirements provided herein; or

(b) Execution of written agreement by the City electing to forever terminate this Agreement and the ROFR granted herein.

II. CLOSING OF SALE

The sale of the Property to City shall be closed within sixty (60) days from the date Owner receives City's Acceptance Notice exercising the ROFR unless attorneys for the City discover objections to title in a current title commitment, in which case, the sale is to be closed when objections are either removed or waived by City, provided the objections are removed within a reasonable time. At closing, Owner shall deliver to City a statutory warranty deed ("Deed") conveying the Property to City, and City shall pay to Owner the sum of money stated in the Offer in the manner provided for in City's Acceptance Notice, plus City's portion of the closing costs. At Owner's expense, Owner shall provide the most recent survey of the Property and an Owner's Policy of Title Insurance, issued by a title company of City's choice ("Title company"), dated as of the date of closing, issued to City in the amount of the total sales price, and guaranteeing City's title to be good and indefeasible, subject only to the foregoing exceptions:

1. Restrictive covenants and recorded easements of record which affect title to the Property but which do not affect the current or intended use of the Property;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
3. All taxes for current and subsequent years;
4. Any portions of the Property located in the boundaries of any public or private road or roadway; and
5. Any easements or rights-of-way for utilities presently of record, which do not affect the existing improvements on the Property other than driveways and parking areas.

Closing shall be at a date mutually agreeable to the parties, within the sixty (60) day period, and with the Title Company serving as closing agent. If said transaction is not closed and completed within the period of time hereinabove set forth because of City's default of the terms in the Offer, then said ROFR, unless extended by agreement of Owner and City in writing, shall be terminated, null and void. Taxes on the realty for the then current tax year shall be prorated to the date of closing. If taxes for that year are unavailable, taxes shall be prorated on the basis of prior year taxes. The closing costs shall be divided as follows:

Owner shall pay and discharge any liens on the Property and pay the cost for preparation of the Deed, one-half (1/2) of any escrow fee, costs of releasing any existing loan, tax statements, and other expenses stipulated to be paid by Owner under this Agreement.

City shall pay expenses incidental to making any loan from a third party to enable City to purchase the aforesaid realty (e.g., loan application fees, origination and commitment fees, loan discount fees, preparation of loan documents, survey, loan title insurance policy, and any credit report), one-half (1/2) of any escrow fee, and any other expenses stipulated to be paid by City under other paragraphs of this Agreement and the terms of the Offer.

III. WAIVES RIGHT AS TO PARTICULAR PURCHASER

In the event City elects not to exercise its ROFR to purchase as to a particular purchaser, it may do so by executing a waiver as to that offeror in writing. In such event, the Owner may proceed to sell the Property to such offeror on the terms of the Offer, subject to the terms herein. Regardless, in the event City elects not to exercise its ROFR, then City's ROFR shall not be extinguished nor shall it be deemed waived as to any subsequent sale of the Property and shall run with the land and remain in full force and effect.

IV. MISCELLANEOUS CLAUSES

(A) This Agreement together with the Purchase and Sale Agreement by and between Owner and City with respect to the Property, and previously recorded, contain the entire agreement of the parties hereto and supersedes all other prior agreements, if any, and negotiations between the parties hereto. No modification, amendment, change, or discharge of any term or provision of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.

(B) Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party,

(C) This entire Agreement is performable in the county where the Property is located, and venue for any action related, directly or indirectly, to this Agreement or in any manner or otherwise connected therewith shall be such County and this Agreement shall be construed under the laws of the State of Alabama.

(D) This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors, and assigns in interest and shall run with the land until terminated as herein provided

(E) If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect unless removal of said invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

(F) This Agreement shall become effective upon the date of the last of either City or Owner to execute this Agreement ("Effective Date"), as shown by the dates on the signature pages.

The parties below, intending to be legally bound, have signed and dated this Agreement in the respective space set forth below its name.

THE CITY OF MOBILE, a Municipal Corporation

By: _____

Name: _____

As Its: Mayor

Date: _____

ATTEST:

City Clerk

OWNER:

The Rain Group, Inc., a nonprofit organization

By: _____

Name: _____

Its: _____

Date: _____

STATE of Alabama

COUNTY of _____

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that _____, as _____ of the Rain Group, Inc., a nonprofit organization whose name is signed to the foregoing Right of First Refusal Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

EXHIBIT D

Report Providing Wetlands Delineation, Dated April 24, 2023 and Prepared for the City by Barry A. Vittor & Associates, Inc.



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

April 24, 2023

City of Mobile
Attn: Carleen Stout-Clark
Real Estate Officer
P.O. Box 1827
Mobile, AL 36633

Subject: Wetland Delineation; Megginson Park

Dear Ms. Stout-Clark:

This report has been prepared to describe Barry A. Vittor & Associates, Inc.'s wetland delineation of the City of Mobile's 168-acre Megginson Park property on Shelton Beach Road. This property is located in Section 35, Township 3 South, Range 2 West (**Figures 1 and 2**). The geographic coordinates of the approximate center of the property are Latitude 30.738080°N and Longitude 88.144904°W. The property assessed by Vittor & Associates is located on the east side of Shelton Beach Road and is bisected by Eight Mile Creek. Delineation procedures conformed to guidance in the 2010 Regional Supplement to the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual. This involved evaluation of soils, vegetation, and hydrology throughout the property. Wetland boundaries were flagged at roughly 50-foot intervals and the coordinates of each flag point were recorded with a GPS unit with sub-meter accuracy. Coordinate data were compiled in ArcGIS to prepare a map of the wetlands. Field data forms were compiled at several locations to document the basis for determining wetland boundaries; these forms accompany this report.

The accompanying map (**Figure 3**) shows the boundaries between upland and wetland areas; **Figure 4** depicts the wetland boundaries superimposed on elevation contours within the property. The property was found to contain approximately 74.2 acres of wetlands, or 44% of the total property. Wetland boundaries in this property typically occur near the base of steeply sloped uplands. As seen in **Figure 4**, slopes rise roughly 70 feet above the Eight Mile Creek floodplain on the southeast and northwest sides of the property. Most of the wetlands can be characterized as bottomland forested habitat (PFO). Except for the sewer line that runs diagonally across the property, these wetlands are relatively undisturbed and have a well-developed canopy and shrub layer that contain sweetbay magnolia (*Magnolia virginiana*), black titi (*Cliftonia monophylla*), yellow poplar (*Liriodendron tulipifera*), red maple (*Acer rubrum*), swamp tupelo (*Nyssa biflora*), Atlantic white cedar (*Chamaecyparis thuyoides*), green titi (*Cyrilla racemiflora*), anise tree (*Illicium floridanum*), and giant gallberry (*Ilex coriacea*). Soils in these wetlands are generally sandy muck. Other wetlands occur in smaller drainageways that are characterized by similar plant species but also contain scattered exotic invasive species such as Chinese tallow tree (*Triadica sebifera*). Uplands are characterized by a canopy and shrub layer that contain water oak (*Quercus nigra*), live oak (*Quercus virginiana*), Darlington's oak (*Quercus hemisphaerica*), loblolly pine (*Pinus taeda*), green titi (*Cyrilla racemiflora*), and giant gallberry (*Ilex coriacea*). The exotic invasive Japanese climbing fern (*Lygodium japonica*) is present in some of the upland areas. Soils in the uplands consist mainly of sand and are well-drained. Exceptionally large yellow poplar (*Liriodendron tulipifera*) were observed near the upland/wetland margins, suggesting that much of these areas have not been logged for many years.

Vittor & Associates recorded 3 Gopher Tortoise (*Gopherus polyphemus*) burrows in the eastern uplands (locations are shown on **Figures 3 and 4**). This species is listed as Threatened by the U.S. Fish & Wildlife Service and is generally associated with well-drained sandy soils.

Please feel free to call if you have any questions or need any additional information.

Sincerely,

Barry A. Vittor, PhD
President

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: Shelton Beach Road Extension Mobile, AL 36618, vacant land: 213.83 ± acres --key nos. 1659734, 326515, 326481 and 326506.

City Council District and Zoning: District 1, Cory Penn / Zoning All Parcels: R-1

☐ Sale or Lease: to a nonprofit to support the community.

II. ☐ Buyer or Lessee: The Rain Group, a nonprofit corporation

III. Date of City Council Resolution Assenting to Sale or Lease: April 27, 2021; Res. 60-294-2021.

IV. Advertisements: *Yielded no bids

- Dates: June 6, 2021
- Methods: ☒ City Websites: Bid page and Real Estate Listing page
☒ For Sale sign posted; ☒ Other: Lagniappe & Mobile Press Register

V. Lease (if applicable) ----N/A-----

VI. Method of Sale:

☐ Sale by Realtor ☐ Request for Proposals
☒ Request for Bids in 2021 with no bids ☐ Negotiation
☐ Exchange (explain, including Party, Property) _____
☐ Adjacent Property Owner / Sidelot
☒ **Sale for Less than Fair Market Value: X_Public Purpose for \$1.00**

REQUEST TO:

1. Declared city of mobile property surplus res. 60-294-2021, 4/27/21.
2. Convey real property for public purpose to: The Rain Group, a nonprofit corporation.
3. Previous RFB with no bids; property with wetlands, MAWSS and drainage easements

VII. Fair Market Value: \$163,000

How Determined: ☒ MAI Appraisal; Date of Appraisal Nov 2024

☐ Appraisal ordered by: ☐ CITY or ☐ PURCHASER

☒ Tax Assessor

VIII. Sale/Lease for Public Purpose identified:

☒ Non-profit (name & purpose) _____

☐ Public Entity (name & purpose) _____

VIV. Notice given to adjacent property owners: ☒ Yes ☐ No

If yes, date of notice: May 6, 2021

X. Competing offers: N/A If Yes; (Explain) _____

THIS INSTRUMENT PREPARED BY:
Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water Street Suite 22200
Mobile, Alabama 36602

execution version 12.5.24

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the Effective Date, as hereinafter defined, by and between THE CITY OF MOBILE, an Alabama municipal corporation (hereinafter referred to as "Seller" or "City") and The Rain Group, Inc., a nonprofit organization, (hereinafter referred to as "Purchaser").

BACKGROUND:

WHEREAS, Seller is the fee owner of approximately 214 acres of undeveloped real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 and more particularly described as Parcel A and Parcel B in **Exhibit A** attached hereto and made a part hereof by reference ("Property");

WHEREAS, Seller has never utilized the Property and is currently not utilizing the Property;

WHEREAS, Resolution 60-294-2021 was approved on April 27, 2021 authorizing Seller to sell the Property and stating that upon receipt of a purchase offer with favorable terms and conditions, "the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement";

WHEREAS, the City Clerk's office held a public opening of bid submissions on June 30, 2021, in the atrium of Government Plaza, with no purchaser offers received. During the 30-day public posting in June 2021, a physical FOR SALE sign was erected facing Shelton Beach Road, the sale was advertised in required newspapers, online, and on the Seller's procurement page, all in compliance with applicable city ordinance;

WHEREAS, on October 30, 2024, Seller received a proposal from Purchaser, attached hereto as **Exhibit B**, to purchase the Property for the purpose of developing the Property into a community campus that includes emergency shelter infrastructure, transitional housing for unhoused individuals, and a workforce development facility that will provide individuals with industry-specific training and other assistance needed to help individuals transition into the workforce;

WHEREAS, Seller has determined that because Purchaser's proposed use of the Property provides a critical service to the community that the City currently lacks, and that because Purchaser's intended use serves a public purpose by promoting public health, safety, and general welfare, Seller desires to sell the Property to Purchaser for \$1.00 subject to the condition that Purchaser agrees to use the Property to serve the community for the duration of Purchaser's ownership of the Property; and

WHEREAS, upon Closing, Purchaser will move forward in working in conjunction with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population.

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto. Purchaser understands and agrees that Purchaser's Insurable Fee Simple Title (as defined in Section 4 below) will be subject to the requirement that, for as long as Purchaser owns the Property, Purchaser must utilize the Property for a public purpose that provides assistance to the City's unhoused population, and at Closing, Purchaser shall grant to Seller a right of first refusal to purchase Purchaser's Insurable Fee Simple Title pursuant to the terms provided in the form Right of First Refusal Agreement attached hereto as **Exhibit C-2**.
2. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be One and No/100 Dollars (\$1.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein. Purchaser's obligation to close is not contingent on obtaining financing.
3. **Earnest Money.** There shall be no payment of money by Purchaser to Seller prior to Closing ("**Earnest Money**").
4. **Survey and Title.**
 - 4.1. **Survey.** An existing, unsigned Subdivision Survey by Byrd Surveying, October 20, 2020 ("**Existing Survey**"), may be provided at Purchaser's request. Purchaser may, at Purchaser's sole cost and expense, obtain a new and/or updated survey certified by a registered surveyor (the "**New Survey**").
 - 4.2. **Seller's Title.** At the Closing, Seller shall convey with Insurable Fee Simple Title to the Property by Statutory Warranty Deed to Purchaser, in the form attached hereto as **Exhibit C-1**, subject only to the following exceptions (herein referred to as the "**Permitted Exceptions**"):
 - (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
 - (ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
 - (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
 - (iv) easements for public or private utilities and/or roadways of record or in place;

- (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama or otherwise discoverable during physical inspection of the Property; and
- (vi) all matters disclosed by any New Survey and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with Section 4.3

"Insurable Fee Simple Title," as used in this Agreement, shall mean such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

- 4.3. Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's sole expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B in the amount of the Purchase Price (the "Title Commitment") subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the New Survey (if obtained by Purchaser pursuant to Section 4.1), Purchaser shall advise Seller in writing of any objections to the Title Commitment and/or the New Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the New Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections ("Cure Notice Period") in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so, and Seller's failure to provide such notice within the Cure Notice Period shall be deemed to Seller's decision not to cure. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the earlier of (i) Purchaser's receipt of Seller's notice regarding cure or (ii) expiration of the Cure Notice Period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative by written notice to Seller within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the New Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 4.3 shall apply with respect thereto as if set forth herein in full. If the Seller elects to cure and provides notice thereof within Seller's Cure Notice Period, but after the deadline for Closing provided in Section 8.1, then the Closing shall occur within fifteen (15) days after the expiration of said Cure Notice Period.

4.4. Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this Section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending at 5:00 P.M. Central Time on the date that is fifteen (15) days following the Effective Date (the "Inspection Period"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5. Seller's Representations. As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

5.1. Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.

5.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
- (ii) the individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing;
- (iii) the execution of every document delivered by Seller pursuant to this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:
 - a. constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;

- b. constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- c. cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
- d. violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

5.3. Pending Litigation. Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.

5.4. Tenants. There are no current leases or tenants.

5.5. Management Contracts. There are no management arrangements or service contracts respecting the Property.

5.6. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, authorized or allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

5.7. Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property, except that (i) both Parcel A and B comprising the Property appear to be affected by wetlands near Eight Mile Creek and (ii) the wetlands delineation report dated April 24, 2023 prepared for the City by Barry A. Vittor & Associates, Inc., attached hereto as **Exhibit D** and incorporated herein by reference, describes wetlands located within Parcel A.

5.8. No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's development and use of the Property. The City does not represent that the Property is or can be zoned for the proposed use.

6. Purchaser's Representations. Purchaser represents and warrants that: (i) Purchaser is as 501(c)(3) non-profit corporation authorized to operate in the State of Alabama; (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; (iii) the execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party; and (iv) Purchaser will pursue the development of the Property as described in the proposal documents attached hereto as **Exhibit B** and incorporated herein by reference, and Purchaser will work with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population. If any circumstances change between the Effective Date of this Agreement and Closing that could alter

the accuracy of Purchaser's representations and warranties in this Section, Purchaser shall provide Seller written notice thereof prior to Closing and Seller shall then notify Purchaser in writing as to whether Seller elects to either terminate this Agreement or give Purchaser ten (10) days to cure.

7. **Closing Conditions.** Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing within the applicable time period, or prior to Closing if no required time period, that same are not satisfied, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. **Title.** Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a title policy pursuant to the Title Commitment ("Title Policy").

7.2. **Property Conditions.** Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period.

7.3. **Compliance with Agreement.** Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the date of Closing, as may be extended pursuant to Section 4.

7.4. **Right of First Refusal.** Seller's obligations under this Agreement are subject to Purchaser's execution of a Right of First Refusal Agreement in the form attached hereto as **Exhibit C-2**.

8. **Closing.**

8.1 **Closing Date and Location.** Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than fifteen (15) days after end of the Inspection Period, with Pierce Ledyard Johnston, PC, at 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Agent").

8.2 **Deliveries at Closing.** The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 2 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;

- 8.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 5 of this Agreement;
- 8.2.3 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the date of Closing without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);
- 8.2.4 A duly executed ROFR in the form attached hereto as **Exhibit C-2** to be recorded at Closing immediately after recordation of the Statutory Warranty Deed;
- 8.2.5 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;
- 8.2.6 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.7 Physical possession of all the Property; and
- 8.2.8 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.
- 8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu

thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

9. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

10. **Default.**

10.1 **Seller's Default.**

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

10.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 10.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

10.2 **Purchaser's Default.**

10.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be

relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

11. **Assignment of Agreement**. This Agreement is not assignable
12. **Time of Essence**. Time is of the essence hereof.
13. **Notices**. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:
 - (i) by United States registered or certified mail, return receipt requested, postage prepaid,
 - (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts,
 - (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or
 - (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
Assistant City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: rwoods@cityofmobile.org

Purchaser:

The Rain Group, Inc.
a nonprofit organization
2721 Airport Blvd
Mobile, AL 36606
Attn: Monique M. Rogers
e-mail: mrogers785@aol.com

Copy to:

The Rain Group, Inc.
a nonprofit organization
PO Box 10698
Prichard, AL 36610
Attn: Ron Johnson
e-mail: ron.johnson@lodestonesg.com

14. **Entire Agreement; Modification**. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.
17. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.
18. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday (as set forth in 5. U.S. Code § 6103), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.
19. **Effective Date.** This Agreement shall be effective as the day on which both parties have executed an identical counterpart of this Agreement, as indicated by the dates next to each party's signature (the "Effective Date").
20. **Anti-Discrimination.** All of City of Mobile contracts require that parties 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.
21. **Immigration.** 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. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

-SIGNATURES TO FOLLOW-

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, an Alabama Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

The Rain Group, Inc. a nonprofit organization

By: Monique Rogers

Name: Monique M. Rogers

Its: Founder

Date: December 5, 2024

STATE of Alabama

COUNTY of Lee

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Monique M. Rogers, as Founder of The Rain Group, Inc., a nonprofit organization whose name is signed to the foregoing Purchase and Sale Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of December, 2024.

Angel S. Irvin
Notary Public, Alabama State At Large
My Commission Expires October 27, 2026

Angel S. Irvin
Notary Public

My Commission Expires: Oct 27, 2026

EXHIBIT A

Location: Shelton Beach Road Extension, Mobile, Alabama 36618

LEGAL DESCRIPTION:

STATE OF ALABAMA COUNTY OF MOBILE

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEADERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

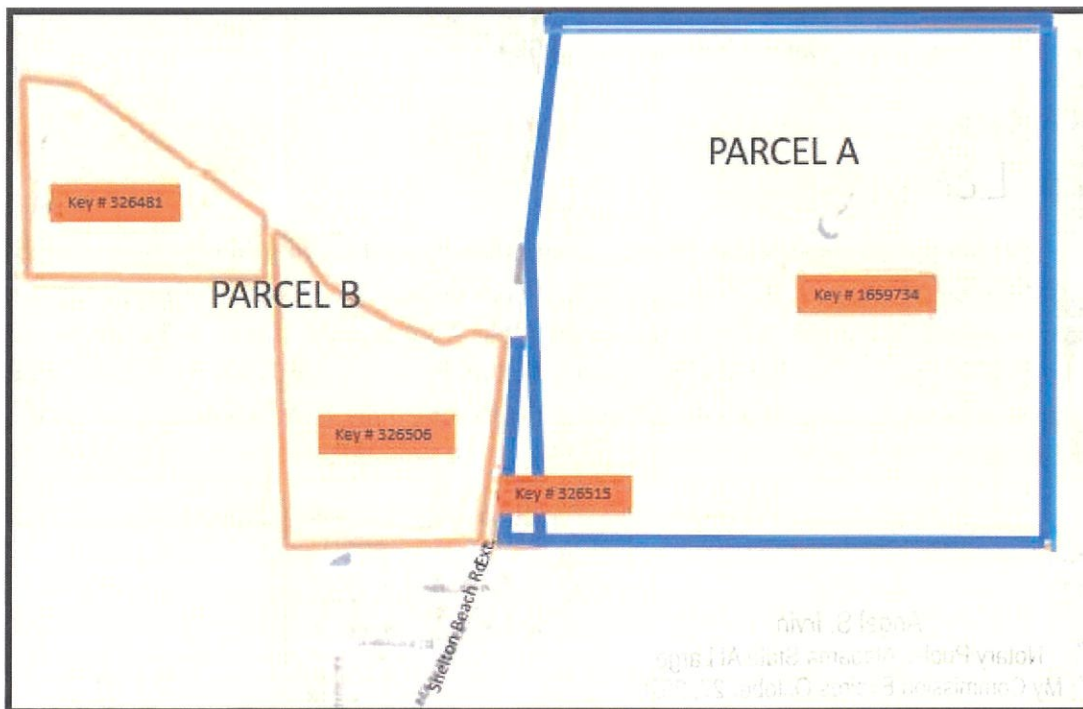
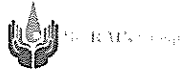


EXHIBIT B

Purchaser's October 30, 2024 Proposal and Supporting Documentation Describing Purchaser's Proposed Project



Phone: (877)-475-6418
Website: theraingroup.org
Email: info@theraingroup.org

Mobile Community Development Initiative

A Comprehensive Development Framework

Executive Overview

The Mobile Community Development Initiative presents a transformative approach to urban development, encompassing 200+ acres in Mobile, Alabama. This project represents a paradigm shift in community development, integrating storm resilience, workforce development, and community sustainability into a cohesive ecosystem. The initiative's comprehensive scope is reflected in its ambitious metrics: the creation of employment opportunities, development of at least 1000 housing units, and annual training capacity for 2,000 individuals. At its core, the project features storm protection facilities capable of sheltering more than 700 residents during severe weather events, demonstrating our commitment to community safety and resilience.

Site Layout and Core Infrastructure

The master plan to be offered will strategically divide the 200+ acre development into six interconnected zones, each meticulously designed to serve specific community needs while maintaining operational synergy. At the heart of the development lies the Emergency Response & Community Safety zone, occupying 5 crucial acres. This zone's centerpiece, a 10,000-12,000 square-foot storm shelter complex designed to withstand Category 5 hurricane conditions while providing comprehensive emergency management capabilities.

The facility transcends traditional shelter design, incorporating advanced medical triage capabilities, sophisticated emergency operations facilities, and extensive supply storage areas. This robust emergency response infrastructure ensures that community safety

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remains paramount while seamlessly integrating with daily community functions through thoughtful design and accessibility considerations.

Workforce Development Framework

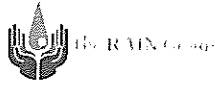
The Workforce Development Campus, spanning 50 acres, serves as the economic engine of the community. Centered around a state-of-the-art training facility, this campus represents a comprehensive approach to economic empowerment and career advancement. The facility houses specialized classrooms, hands-on workshops, and advanced computer laboratories, each designed to facilitate industry-specific training programs in high-demand sectors including manufacturing, healthcare, and technology.

Understanding that workforce development extends beyond traditional training, the Rain Group has incorporated a comprehensive barrier elimination strategy. Therefore, we will facilitate grass roots recruitment efforts; and provide appropriate clothing, transportation assistance, and on-site childcare facilities. Additionally, we will integrate digital access support to address the practical needs that might otherwise impede program entry and completion. This holistic approach transforms traditional workforce development into a comprehensive pathway to economic independence, supported by direct industry partnerships that create immediate employment opportunities for program graduates.

Housing and Community Integration

The residential development component, occupying 70 acres, exemplifies innovative community planning through its mixed-income approach and comprehensive support infrastructure. Our goal is to provide access to housing to individuals that are un-housed and "the hardest to reach" based on the lack of life of experiences. This model addresses housing instability by integrating housing solutions within a broader framework of community support. The housing continuum begins with emergency shelter access and progresses through transitional housing to permanent supportive housing and affordable rental units, ultimately offering paths to homeownership for those who choose it.

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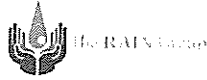
Critical to the housing program's success is its robust barrier elimination strategy, which includes deposit assistance, utility connection support, and furniture assistance programs. These support services, combined with moving assistance and housing navigation support, ensure smooth transitions between housing types while maintaining long-term stability. The residential zones feature thoughtfully designed multi-family developments, townhouses, and single-family homes, creating a truly integrated community where green spaces and community amenities ensure every resident has easy access to recreation, childcare, and gathering spaces.

Implementation Timeline

The development's implementation follows a meticulously orchestrated three-phase approach spanning 36 months, ensuring systematic progression from groundwork to community activation. Phase 1, the Foundation phase, encompasses the initial 12 months and focuses on establishing critical infrastructure that will support the entire development. This period begins with comprehensive environmental studies and site preparation, prioritizing the storm shelter complex construction to ensure community safety from the earliest stages. The implementation of utility infrastructure during this phase includes forward-thinking elements such as smart grid integration and sustainable water management systems.

Phase 2, the Core Development phase, will mark the crucial transition from infrastructure to community building during months 13-24. This period witnesses the completion of the storm shelter complex and accelerated progress on the workforce development center. As the first residential units take shape, the technology infrastructure installation creates the backbone for a smart, connected community. The final phase, Expansion, transforms the site from a construction project into a thriving community over months 25-36, completing residential areas, finalizing commercial spaces, and fully implementing community programs. This carefully planned progression ensures that each component builds upon the previous, creating a solid foundation for long-term community success.

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Funding Structure

The funding structure leverages multiple sources, from government funding through various programs including HUD Community Development, USDA Grants, FEMA Resilience Grants, Department of Labor Workforce Development initiatives, and leveraging HUD vouchers. We will also secure funds from private investors; this funding architecture carefully balances public and private funding sources, creating a sustainable model for large-scale community development.

Technology and Innovation

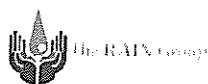
The development's technology infrastructure creates a robust foundation for innovation and future growth, positioning the community at the forefront of digital integration and smart city development. A comprehensive fiber optic network and 5G coverage support remote work capabilities and digital inclusion initiatives, while smart city infrastructure enables efficient resource management and improved community services. A data center and innovation hub will provide essential resources for technology companies and entrepreneurs, creating a fertile environment for economic growth and technological advancement.

This technological framework extends beyond basic connectivity to create a truly integrated digital ecosystem. The community-wide platform facilitates everything from emergency management to daily service delivery, while environmental monitoring systems ensure optimal resource utilization. Through careful integration of these technologies, the development creates a living laboratory for smart city innovation while ensuring that digital resources remain accessible and beneficial to all community members, regardless of their technological expertise.

Environmental Sustainability

Environmental considerations permeate every aspect of this development, from infrastructure design to daily operations. The green infrastructure network includes

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extensive parks, walking trails, and natural areas that serve both recreational and ecological functions. Sustainable design elements are incorporated at every level, from energy-efficient buildings to water conservation systems and native landscaping, creating a comprehensive approach to environmental stewardship that enhances both community resilience and quality of life.

The technology infrastructure actively supports environmental goals through smart monitoring systems that optimize resource use and reduce waste. Solar arrays and smart grid integration provide clean energy, while advanced water management systems protect against flooding and ensure sustainable water use. This integrated approach to environmental sustainability not only reduces the development's ecological footprint but also creates a model for future sustainable community development, demonstrating how environmental responsibility can align with economic and social progress.

Community Support Services

The Community Couch platform serves as the cornerstone of the development's engagement strategy, representing an innovative approach to community building and service delivery. Fully equipped mobile units provide flexible, responsive community outreach, bringing services directly to residents wherever they're needed. This mobile approach is supported by a robust digital infrastructure that includes an online portal, mobile app, and comprehensive resource database, ensuring that support services remain accessible and responsive to community needs.

The support services network provides comprehensive assistance ranging from mental health services and substance abuse programs to educational assistance and financial literacy training. These services are delivered through a coordinated approach that recognizes the interconnected nature of personal and community well-being. Regular health screenings, career counseling, and other essential services ensure that residents have access to the resources they need to thrive, while community engagement programs

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foster social connections and cultural engagement that strengthen the fabric of the community.

Success Metrics and Evaluation

The initiative's success metrics encompass both individual progress and community-wide impact, creating a comprehensive framework for evaluating and improving program effectiveness. Individual metrics track crucial indicators including housing stability rates, employment retention, income growth, and health improvements, providing detailed insights into personal progress and program effectiveness. Community-level metrics monitor broader indicators such as homelessness reduction, employment rates, and economic growth, ensuring that the development's impact extends beyond individual success stories to create meaningful community-wide change.

The commitment to continuous improvement is embedded in every aspect of the development through regular evaluations, outcome tracking, and program adaptation. Client feedback drives program adjustments, while staff development ensures high-quality service delivery. This data-driven approach to evaluation and improvement ensures that the development remains responsive to community needs while continuously enhancing its effectiveness and impact. Through this comprehensive evaluation framework, the initiative not only measures its success but also creates a model for data-driven community development that can inform similar projects across the region and beyond.

In conclusion, The Mobile Community Development Initiative represents a paradigm shift in urban development, demonstrating how thoughtful integration of infrastructure, technology, and social services can create lasting community resilience. This initiative transcends traditional development models by addressing multiple critical challenges simultaneously: environmental vulnerability, economic opportunity, and social equity. Through its innovative design and comprehensive approach, the initiative establishes new standards for community development in coastal regions.

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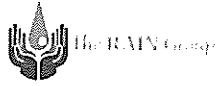
The development's strategic framework—encompassing 200+ acres of carefully planned space—creates a self-reinforcing ecosystem where each component strengthens the others. The Category 5-rated storm shelter provides immediate security, while the workforce development campus ensures long-term economic stability. The mixed-income residential areas, supported by comprehensive social services, create an inclusive community where diversity becomes a catalyst for growth and innovation. This interconnected approach ensures that the whole becomes greater than the sum of its parts.

The development's impact extends far beyond its physical boundaries by creating jobs, providing workforce development, and offering storm protection for residents. We will address critical regional needs while establishing Mobile as a leader in resilient community development. The integration of advanced technology infrastructure positions the community at the forefront of digital innovation, while comprehensive environmental systems ensure long-term sustainability.

Most significantly, the Mobile Community Development Initiative provides a replicable framework for addressing the complex challenges facing coastal communities in the 21st century. Through its holistic approach to community resilience, economic development, and social equity, the initiative creates a model that can be adapted and implemented across the Gulf Coast region and beyond. As communities worldwide grapple with similar challenges of environmental vulnerability, economic disparity, and social fragmentation, this development offers a proven pathway toward sustainable, equitable, and resilient community development.

The success of this initiative will not be measured solely by its physical infrastructure, technology infrastructure nor its financial returns, but by its ability to transform lives and strengthen community bonds. Through careful planning, comprehensive support systems, and a commitment to continuous improvement, the Mobile Community Development Initiative sets new standards for what community development can achieve. As we move forward with implementation, we are not just building structures, we are creating a legacy of resilience, opportunity, and sustainable growth that will benefit generations to come.

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The time has come for a new approach to community development—one that recognizes the interconnected nature of environmental, economic, and social challenges. The Mobile Community Development Initiative answers this call with a comprehensive, innovative solution that promises to transform not just a single community, but the very way we think about urban development in vulnerable coastal regions. As we proceed with implementation, we invite stakeholders, partners, and community members to join us in this transformative endeavor that will reshape the future of community development.

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EXHIBIT C -1

STATUTORY WARRANTY DEED (form)

Grantee's Tax Notice Address:

1315 Warren Drive
Daphne, AL 36526

2122 Hand Avenue
Mobile, AL 36612

Grantor's Address:

Office of City Clerk
205 Government Plaza
Mobile, Alabama 36644

Property Address:

Undeveloped real property on Shelton
Beach Road in Mobile County, Alabama
36618 having key #s 1659734, 326515,
326481, and 326506

Appraised Value: \$217,000

This instrument prepared by:

Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water St., Suite 22200
Mobile, Alabama 36602

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF MOBILE, ALABAMA** (hereinafter "Grantor"), for and in consideration of the sum of **TEN AND 0/100 DOLLARS (\$10.00)** in hand paid this day to the said Grantor by **The Rain Group, Inc., a non-profit corporation** ("Grantee"), does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee all of that certain undeveloped real property located on Shelton Beach Road in the County of Mobile, State of Alabama and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 69° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM such, oil, gas and other minerals, in on and under the above described property as may have been previously reserved by or conveyed by predecessors in title, but it being the intent of the Grantor to convey all other interests to Grantee.

The real property conveyed herein is conveyed **SUBJECT TO THE FOLLOWING:**

1. The lien for ad valorem taxes not yet due and payable
2. Instruments applicable to the real property which are of record in the Office of the Judge of Probate of Mobile County, Alabama.

THE REAL PROPERTY CONVEYED HEREBY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD, the above described real property together with all and singular, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said Grantee, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the undersigned has caused this deed to be properly executed and delivered this ____ day of _____, 2025.

GRANTOR:

CITY OF MOBILE, a municipal corporation

By: _____

Name: William S. Stimpson

Its: Mayor

STATE OF ALABAMA)

)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM S. STIMPSON whose name as the Mayor of the City of Mobile, 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 agreement, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said cooperative district as of the day the same bears date. Given under my hand this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT C-2

RIGHT OF FIRST REFUSAL AGREEMENT (form)

RIGHT OF FIRST REFUSAL AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Right of First Refusal Agreement, ("Agreement") is made and entered into effective as of the Effective Date, as hereinafter defined, by and between The Rain Group, a non-profit organization ("Owner") and THE CITY OF MOBILE, an Alabama municipal corporation ("City").

For and in consideration of the mutual promises, covenants, stipulations, understandings and agreements hereinafter set forth, Owner hereby grants unto City, upon the terms and conditions set forth herein, an irrevocable and exclusive Right of First Refusal ("ROFR") to purchase the real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 ("Property") and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

I. The ROFR

If Owner receives and desires to accept a bona fide offer to purchase Owner's fee simple interest in the Property ("Offer"), Owner shall provide written notice to City with an exact copy of all of the terms and conditions of such offer attached thereto, and City shall have the right to purchase Owner's fee simple interest in the Property on the same terms and conditions set forth in the Offer, provided that City delivers written notice to Owner of its election to do so ("Acceptance Notice") within twenty (20) days after receipt of such notice and Offer from Owner ("ROFR Deadline"). If City does not deliver its Acceptance Notice prior to the ROFR Deadline, Owner may proceed in selling its fee simple interest in the Property provided that the sale is consummated

with the same offeror on the same terms and conditions in the Offer. If the sale to the offeror does not consummate, the foregoing preemptive ROFR shall remain in existence notwithstanding City's non-exercise of the ROFR. The ROFR shall be terminated and forever upon the first of the following to occur:

(a) Upon purchase of the Property either by City or by offeror, provided offeror's purchase occurs only after compliance with the ROFR requirements provided herein; or

(b) Execution of written agreement by the City electing to forever terminate this Agreement and the ROFR granted herein.

II. CLOSING OF SALE

The sale of the Property to City shall be closed within sixty (60) days from the date Owner receives City's Acceptance Notice exercising the ROFR unless attorneys for the City discover objections to title in a current title commitment, in which case, the sale is to be closed when objections are either removed or waived by City, provided the objections are removed within a reasonable time. At closing, Owner shall deliver to City a statutory warranty deed ("Deed") conveying the Property to City, and City shall pay to Owner the sum of money stated in the Offer in the manner provided for in City's Acceptance Notice, plus City's portion of the closing costs. At Owner's expense, Owner shall provide the most recent survey of the Property and an Owner's Policy of Title Insurance, issued by a title company of City's choice ("Title company"), dated as of the date of closing, issued to City in the amount of the total sales price, and guaranteeing City's title to be good and indefeasible, subject only to the foregoing exceptions:

1. Restrictive covenants and recorded easements of record which affect title to the Property but which do not affect the current or intended use of the Property;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
3. All taxes for current and subsequent years;
4. Any portions of the Property located in the boundaries of any public or private road or roadway; and
5. Any easements or rights-of-way for utilities presently of record, which do not affect the existing improvements on the Property other than driveways and parking areas.

Closing shall be at a date mutually agreeable to the parties, within the sixty (60) day period, and with the Title Company serving as closing agent. If said transaction is not closed and completed within the period of time hereinabove set forth because of City's default of the terms in the Offer, then said ROFR, unless extended by agreement of Owner and City in writing, shall be terminated, null and void. Taxes on the realty for the then current tax year shall be prorated to the date of closing. If taxes for that year are unavailable, taxes shall be prorated on the basis of prior year taxes. The closing costs shall be divided as follows:

Owner shall pay and discharge any liens on the Property and pay the cost for preparation of the Deed, one-half (1/2) of any escrow fee, costs of releasing any existing loan, tax statements, and other expenses stipulated to be paid by Owner under this Agreement.

City shall pay expenses incidental to making any loan from a third party to enable City to purchase the aforesaid realty (e.g., loan application fees, origination and commitment fees, loan discount fees, preparation of loan documents, survey, loan title insurance policy, and any credit report), one-half (1/2) of any escrow fee, and any other expenses stipulated to be paid by City under other paragraphs of this Agreement and the terms of the Offer.

III. WAIVES RIGHT AS TO PARTICULAR PURCHASER

In the event City elects not to exercise its ROFR to purchase as to a particular purchaser, it may do so by executing a waiver as to that offeror in writing. In such event, the Owner may proceed to sell the Property to such offeror on the terms of the Offer, subject to the terms herein. Regardless, in the event City elects not to exercise its ROFR, then City's ROFR shall not be extinguished nor shall it be deemed waived as to any subsequent sale of the Property and shall run with the land and remain in full force and effect.

IV. MISCELLANEOUS CLAUSES

(A) This Agreement together with the Purchase and Sale Agreement by and between Owner and City with respect to the Property, and previously recorded, contain the entire agreement of the parties hereto and supersedes all other prior agreements, if any, and negotiations between the parties hereto. No modification, amendment, change, or discharge of any term or provision of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.

(B) Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party,

(C) This entire Agreement is performable in the county where the Property is located, and venue for any action related, directly or indirectly, to this Agreement or in any manner or otherwise connected therewith shall be such County and this Agreement shall be construed under the laws of the State of Alabama.

(D) This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors, and assigns in interest and shall run with the land until terminated as herein provided

(E) If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect unless removal of said invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

(F) This Agreement shall become effective upon the date of the last of either City or Owner to execute this Agreement ("Effective Date"), as shown by the dates on the signature pages.

The parties below, intending to be legally bound, have signed and dated this Agreement in the respective space set forth below its name.

THE CITY OF MOBILE, a Municipal Corporation

By: _____

Name: _____

As Its: Mayor

Date: _____

ATTEST:

City Clerk

OWNER:

The Rain Group, Inc., a nonprofit organization

By: Monique Rogers
Name: Monique Rogers
Its: Founder
Date: 12/5/2024

STATE of Alabama

COUNTY of AL

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Monique M. Rogers as Founder of the Rain Group, Inc., a nonprofit organization whose name is signed to the foregoing Right of First Refusal Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of December, 2024.

Angel S. Irvin
Notary Public, Alabama State At Large
My Commission Expires October 27, 2026

Angel S. Irvin
Notary Public

My Commission Expires: Oct 27, 2026

EXHIBIT D

Report Providing Wetlands Delineation, Dated April 24, 2023 and Prepared for the City by Barry A. Vittor & Associates, Inc.



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

April 24, 2023

City of Mobile
Attn: Carleen Stout-Clark
Real Estate Officer
P.O. Box 1827
Mobile, AL 36633

Subject: Wetland Delineation; Megginson Park

Dear Ms. Stout Clark,

This report has been prepared to describe Barry A. Vittor & Associates, Inc.'s wetland delineation of the City of Mobile's 168-acre Megginson Park property on Shelton Beach Road. This property is located in Section 35, Township 3 South, Range 2 West (**Figures 1 and 2**). The geographic coordinates of the approximate center of the property are Latitude 30.738080°N and Longitude 88.144904°W. The property assessed by Vittor & Associates is located on the east side of Shelton Beach Road and is bisected by Eight Mile Creek. Delineation procedures conformed to guidance in the 2010 Regional Supplement to the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual. This involved evaluation of soils, vegetation, and hydrology throughout the property. Wetland boundaries were flagged at roughly 50-foot intervals and the coordinates of each flag point were recorded with a GPS unit with sub-meter accuracy. Coordinate data were compiled in ArcGIS to prepare a map of the wetlands. Field data forms were compiled at several locations to document the basis for determining wetland boundaries; these forms accompany this report.

The accompanying map (**Figure 3**) shows the boundaries between upland and wetland areas; **Figure 4** depicts the wetland boundaries superimposed on elevation contours within the property. The property was found to contain approximately 74.2 acres of wetlands, or 44% of the total property. Wetland boundaries in this property typically occur near the base of steeply sloped uplands. As seen in **Figure 4**, slopes rise roughly 70 feet above the Eight Mile Creek floodplain on the southeast and northwest sides of the property. Most of the wetlands can be characterized as bottomland forested habitat (PFO). Except for the sewer line that runs diagonally across the property, these wetlands are relatively undisturbed and have a well-developed canopy and shrub layer that contain sweetbay magnolia (*Magnolia virginiana*), black titi (*Cliftonia monophylla*), yellow poplar (*Liriodendron tulipifera*), red maple (*Acer rubrum*), swamp tupelo (*Nyssa biflora*), Atlantic white cedar (*Chamaecyparis thyoides*), green titi (*Cyrilla racemiflora*), anise tree (*Illicium floridanum*), and giant gallberry (*Ilex coriacea*). Soils in these wetlands are generally sandy muck. Other wetlands occur in smaller drainageways that are characterized by similar plant species but also contain scattered exotic invasive species such as Chinese tallow tree (*Triadica sebifera*). Uplands are characterized by a canopy and shrub layer that contain water oak (*Quercus nigra*), live oak (*Quercus virginiana*), Darlington's oak (*Quercus hemisphaerica*), loblolly pine (*Pinus taeda*), green titi (*Cyrilla racemiflora*), and giant gallberry (*Ilex coriacea*). The exotic invasive Japanese climbing fern (*Lygodium japonica*) is present in some of the upland areas. Soils in the uplands consist mainly of sand and are well-drained. Exceptionally large yellow poplar (*Liriodendron tulipifera*) were observed near the upland/wetland margins, suggesting that much of these areas have not been logged for many years.

Vittor & Associates recorded 3 Gopher Tortoise (*Gopherus polyphemus*) burrows in the eastern uplands (locations are shown on **Figures 3 and 4**). This species is listed as Threatened by the U.S. Fish & Wildlife Service and is generally associated with well-drained sandy soils.

Please feel free to call if you have any questions or need any additional information.

Sincerely,

Barry A. Vittor, PhD
President



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To execute an agreement with ADEM to expend public funds for a public purpose served thereby to financially support the operations of ADEM in the geographical area of the City of Mobile for environmental enforcement and management

Amount of Contract:

\$116,700.00

Funding Source

10049000/42140 Budget

ATTACHMENTS:

1. Resolution.ADEM.1224
2. ADEM Intergovernmental 1224

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the *Intergovernmental Agreement with Alabama Department of Environmental Management*, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, to expend public funds for a public purpose served thereby to financially support the operations of ADEM in the geographical area of the City of Mobile for environmental enforcement and management, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

INTERGOVERNMENTAL AGREEMENT FOR FUNDING
BETWEEN THE CITY OF MOBILE AND THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

WHEREAS, the City of Mobile, Alabama, a municipal corporation, acting by and through its duly authorized Mayor (“City”), is authorized to expend public funds when a public purpose will be served thereby; and the City Council finding that a public purpose will be served by the expenditure of the funds referenced herein; and

WHEREAS, the Alabama Department of Environmental Management, with an address at 1400 Coliseum Boulevard, Montgomery, Alabama 36110-2059 (hereinafter ADEM), is an agency of the State of Alabama a state government agency charged with the enforcement of environmental policy in the state of Alabama; and

WHEREAS, municipalities in the State of Alabama and the State and its agencies may enter into mutual agreements for the public health and good, including promoting the health and safety of the environment and especially in the City of Mobile, and the City finding it appropriate to facilitate the location of an ADEM office or other facility in the City of Mobile; and

WHEREAS, the City desires to assist financially in the support of operations of ADEM in the geographical area of the City of Mobile by providing funding toward this effort; and

WHEREAS, the City and ADEM deem it necessary and desirable to set out the terms of this agreement with regard to this funding;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the City and ADEM (“Parties”) enter into the following mutual agreement:

1. That the City shall appropriate to ADEM the sum of One Hundred and Sixteen Thousand and Seven Hundred dollars (\$116,700.00) (“Funds”), in consideration for the receipt of which funds ADEM agrees to use the financing in support of operations in the City of Mobile for the support of environmental enforcement and management.

2. That the Funds shall be distributed in a single payment by the City to ADEM upon joint execution of this Agreement and written request from ADEM to the City accounting department.

3. That ADEM shall refund to City any portion of the funds, which are unused or used for any other purpose.

4. That ADEM shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

5. That ADEM shall be and at all times remain responsible for its operations and City shall have no liability in connection therewith nor be considered a joint venturer, partner, or otherwise involved or responsible for said operations or actions.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

Alabama Department of Environmental Management

BY _____
Its Director (Authorized Agent)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and said for County in said State, hereby certify that _____ whose name as AUTHORIZED AGENT of the Alabama Department of Environmental Management, a state of Alabama agency, is signed to the foregoing, 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, 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 _____ day of _____, 20____.

Notary Public
State of Alabama at Large
My Commission Expires: _____



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to appoint Peters Drey to the Mobile Historic Development Commission

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_mhdc.Drey

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Peters Drey to serve on the Mobile Historic Development Commission, for a term expiring December 31, 2027, is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to Mobile City Code Section 44- 72(c).

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to appoint Ivy Thompson to the Mobile Historic Development Commission

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_mhdc.Thompson

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Ivy Thompson to serve on the Mobile Historic Development Commission, for a term expiring December 31, 2027, is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to Mobile City Code Section 44- 72(c).

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 Emergency Equipment Professional Inc for annual preventive maintenance service for 4 2016 Rosenbauer and 3 2010 E-One pumper trucks for MFRD.

Amount of Contract:

\$17,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241127 EEP Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 December 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 Emergency Equipment Professional Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional Inc for annual preventive maintenance service for 4 2016 Rosenbauer and 3 2010 E-One pumper trucks for MFRD. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>2622</u>	2025	(1510) FIRE ADMINISTRATION	ANNUAL PREVENTIVE MAINTENANCE SERVICE FOR FOUR 2016 ROSENBAUER & THREE 2010 E-ONE PUMPER FIRE APPARATUS FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$17,500.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER E-20, 2016 Rosenbauer, Asset 75140 PER QUOTE 220817 Vendor Item	1.00 EACH	2500.00000	2500.00
1 1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER *E-23, 2016 Rosenbauer, Asset 75008 PER QUOTE 220817 Vendor Item	1.00 EACH	2500.00000	2500.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-52, 2016	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 5
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-53, 2016 Rosenbauer, Asset 75010 PER QUOTE 220817 Vendor Item			2500.00
	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	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 6
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-54, 2010 E-One, Asset 52547 PER QUOTE 220817 Vendor Item			2500.00
006	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES:	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 7
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-55, 2010 E-One, Asset 52549 PER QUOTE 220817 Vendor Item			

1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 8
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-56, 2010 E-One, Asset 52545 PER QUOTE 220817 Vendor Item	1.00 EACH	2500.00000	2500.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 9
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				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 17500.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	17500.00	8299402.66
FIRE SUPPRESSION DIV EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Queued	11/25/24	DONALD ROSE	
Queued	11/25/24	SANDRA LEWIS	
Queued	11/25/24	STEVEN KRONINGER	
Queued	11/25/24	SAMANTHA COOLEY	
Queued	11/25/24	LONELL HARRIS	
Queued	11/25/24	ANNE FOLEY	
Queued	11/25/24	JOHN PAINE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 10
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Queued	11/25/24 JAMES NEESE JR			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 GT Distributors of Georgia Inc for 20 Glock 47 MOS pistols with accessories for MPD SWAT.

Amount of Contract:

\$32,162.80

Funding Source

Drug enforcement fund.

ATTACHMENTS:

1. 20241205 GT Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 December 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 GT Distributors of Georgia, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GT Distributors of Georgia Inc for 20 Glock 47 MOS pistols
with accessories for MPD SWAT.
Drug enforcement fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$32,162.80

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5914

How many bidders received bid packages (if applicable): 15+ web

How many bidders submitted bids (if applicable): 3

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>597</u>	2025	(1530) POLICE ADMIN SERVICES	20 GLOCK 47 MOS PISTOLS WITH ACCESSORIES FOR MPD SWAT (SEALED BID 5914)	\$31,162.80	<u>(070105) GT DISTRIBUTORS OF GEORGIA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	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
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER BID 5914.

001	GLOCK 47 MOS D/C W/ACRO P2 AG NTF/NTR SIGHT-3 MAGS WITH GLOCK PERF. TRIGGER INSTALLED ITEM:GLOCK-PA47AS302MO Vendor Item	20.00 EACH	904.96000	18099.20
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1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			18099.20
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002	STREAMLIGHT TLR-1 HL RAIL MOUNTED TAC LIGHT 1 ITEM:STL-69260 Vendor Item	20.00 EACH	139.98000	2799.60
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1	4035.30.15.0000.0000.1530.0000.0000.44020.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	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
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	E G-DRUG-ST .OPERSUPPLS.			2799.60

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	6354RDSO ALS HOLSTER W/QLS19 FORK: G34; STX-R ITEM:SAF-6354RDSO-6832-1 Vendor Item	23.00 EACH	143.60000	3302.80
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1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			3302.80
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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 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	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
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
004	6354RDSO ALS HOLSTER W/QLS19 FORK; G34; STX-L ITEM:SAF-6354RDSO-6832-1 Vendor Item	2.00 EACH	143.60000	287.20

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			287.20
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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	RADIAN WEAPONS AFTERBURNER PLUS RAMJET, GLOCK 1 ITEM: RADIAN-H0005 Vendor Item	20.00 EACH	383.70000	7674.00
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1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			7674.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	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
10/09/24	070105				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

006 FREIGHT	1.00 EACH	0.00000	0.00
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Additional Description Notes

FREIGHT IS INCLUDED IN THE PRICE OF EACH ITEM.
 Vendor Item
 Inventory Item/Loc 14009

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	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
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 32162.80

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	32162.80	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	32162.80	
DRUG ENFORCEMENT FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Forward	10/09/24	JAMES BARBER	Automatic Forward to 910519885
Approved	10/09/24	RODNEY GREELEY	R.G.
Approved	10/09/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	10/09/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	10/09/24	WILLIAM REED	Auto approved by: 910510512
Approved	10/11/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/11/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/11/24	SHAUNAGYE SIMMS	
Approved	10/11/24	RANDY THREADGILL	Auto approved by: 910520990
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fo1a

ADDENDUM

November 14, 2024



RE: City of Mobile Bid #5914 for GLOCKS, LIGHTS, HOLSTERS

Please consider the following to be Addendum to City of Mobile Bid #5914 for Glocks, Lights, and Holsters.

ADD

TO: Glock G47 MOS

Ameriglo – GL429, non-tritium front and rear sights; black

ADD

TO: Sarariland Holster Fork STX-R

QUICK-KIT1; Quick Locking System Kit (1-QLS 19, 1-QLS 22)

ADD

TO: Sarariland Holster Fork STX-L

QUICK-KIT1; quick locking system kit (1-QLS 19, 1-QLS 22)

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/lw

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: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE 11/07/2024	BID NO. 5914	DEPARTMENT POLICE DEPT	Commodities to be delivered F.O.B. Mobile to: As Specified
---------------------------	------------------------	----------------------------------	--

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, November 21, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-35	GLOCKS, LIGHTS, HOLSTERS <u>GLOCK G47 MOS – NO SUBSTITUTIONS</u> - CALIBER: 9MM - CAPACITY: 17 ROUNDS - BARREL LENGTH: APPROX. 4.49 INCHES - FRAME: POLYMER FRAME WITH FULL-SIZE GRIP - RED DOT SIGHT: AIMPOINT ACRO P2 - DOT SIZE: 3.5 MOA (MINUTE OF ANGLE) - WATERPROOF TO 35 METERS (115 FEET) 3 MAGAZINES PER FIREARM INCLUDED Make _____ Model _____					
	<u>STREAMLIGHT MODEL: TLR-1 HL – NO SUBSTITUTIONS</u> - ITEM NUMBER: STL-69260 - TYPE: RAIL-MOUNTED TACTICAL LIGHT - BRIGHTNESS: 1,000 LUMENS - RUN TIME: 1.5 HOURS CONTINUOUS Make _____ Model _____					
Page 1 of 4			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-35	Page 2 of 4 <u>SARARILAND HOLSTER FORK STX-R – NO SUBSTITUTIONS</u> - ITEM NUMBER: SAF-6354RDSO-6832-1 - MODEL: 6354RDSO ALS Holster with QLS19 Fork - Designed to fit Glock 34 models with mounted red dot sights (RDS) - Material: STX-R finish Make _____ Model _____					
APPX QTY 1-35	<u>SARARILAND HOLSTER FORK STX-L – NO SUBSTITUTIONS</u> - ITEM NUMBER: SAF-6354RDSO-6832-1 - Material: STX-L finish Make _____ Model _____					
APPX QTY 1-35	<u>RADIAN WEAPONS AFTERBURNER + RAMJET NO SUBSTITUTIONS</u> - ITEM NUMBER – RADIAN – H0005 - Afterburner Micro-Compensator: - Reduction: Reduces muzzle rise by up to 44% compared to a factory Glock barrel - Finish: Durable black Nitride or equivalent corrosion-resistant finish - Attachment: Threaded for quick and secure installation without a threaded barrel; includes a tapered locking mechanism for easy installation and removal without tools - Ramjet Barrel: - Design: Match-grade, precision-engineered barrel designed to pair with the Afterburner micro-compensator - Finish: Black Nitride or equivalent finish for corrosion and wear resistance - Length: Standard length to fit Glock models, plus compensator integration without extending the length significantly Make _____ Model _____ Upon award the City will purchase a minimum of 1 item. QUANTITIES LISTED ARE APPROXIMATIONS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 STATE LEAD TIME AFTER RECEIPT OF PURCHASE ORDER: _____ Days All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. 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.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Quote Delivered Pricing FOB Mobile, Alabama. Pricing shall be firm for one (1) year period following the award of the bid. At the option of the City of Mobile, the award of this bid may be extended for up to two (2) additional one (1) year periods. TO BE AWARDED ON A LINE-ITEM BASIS					
			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: December 17, 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 Gwins Stationery & Engraving Inc for printing and mailing of annual business license renewal forms for Revenue Dept.

Amount of Contract:

\$22,837.30

Funding Source

General fund.

ATTACHMENTS:

1. 20241203 Gwins Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 December 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 Gwins Stationery & Engraving Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gwins Stationery & Engraving Inc for printing and mailing
of annual business license renewal forms for Revenue Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: 22,837.30

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 5854

How many bidders received bid packages (if applicable): 8+ 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>2780</u>	2025	(2570) REVENUE	PRINTING AND MAILING OF ANNUAL BUSINESS LICENSE RENEWAL FORMS FOR REVENUE DEPT (SEALED BID 5854)	\$22,837.30	<u>(79615) GWINS STATIONERY & ENGRAVING INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002780-00 FY 2025 PO 25002414 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 1
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Vendor
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/24	079615				REVENUE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER MY BID 5854 AND YOUR BID RESPONSE. REVENUE, BUSINESS LICENSE RENEWAL FORMS PACKAGE, EACH PACKAGE CONSISTS OF 8-1\2 X 11 SHEETS WITH ENVELOPE AND RETURN ENVELOPE. AS PER MY BID 5854 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 12407	20210.00 EACH	0.58000	11721.80
1 1000.60.25.2570.2570.2500.0000.0000.44020.			11721.80

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

002 POSTAGE, 1ST CLASS.	20210.00	0.55000	11115.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002780-00 FY 2025 PO 25002414 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
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Vendor
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/24	079615				REVENUE

LN Description / Account	Qty EACH	Unit Price	Net Price
--------------------------	----------	------------	-----------

Vendor Item
Inventory Item/Loc 18333

1 1000.60.25.2570.2570.2500.0000.0000.44020.			11115.50
--	--	--	----------

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Requisition Link

Requisition Total	22837.30
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.44020.		
REVENUE EXP	22837.30	181119.02
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	12/02/24	DONNA BRYARS	
Approved	12/02/24	MAURIA KING	Auto approved by: 910519237

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002780-00 FY 2025 PO 25002414 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 3
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Vendor
 GWINS STATIONERY & ENGRAVING INC
 GWINS COMMERCIAL PRINTING
 957 SPRINGHILL AVE

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

MOBILE, AL 36604

Tel#251-438-2226
 Fax 251-438-1959

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/24	079615				REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/03/24 DONALD ROSE	Auto approved by:	910518227	
Approved	12/03/24 SANDRA LEWIS			
Approved	12/03/24 STEVEN KRONINGER	Auto approved by:	910518227	
Approved	12/03/24 SAMANTHA COOLEY	Auto approved by:	910518227	
Approved	12/03/24 LONELL HARRIS	Auto approved by:	910518227	
Approved	12/03/24 ANNE FOLEY	Auto approved by:	910518227	
Approved	12/03/24 JOHN PAINE	Auto approved by:	910518227	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5854**REVENUE PRINTING LICENSE RENEWALS**

	VENDOR	GWIN'S PRINTING		
1	RENEWAL FORM	\$ 0.58		
	RENEWAL FORM POSTAGE	\$ 0.55		
	Total for Renewal Form	\$ 1.13		
2	CITY OF MOBILE BUSINESS LICENSE	\$ 0.62		
	CITY OF MOBILE BUSINESS LICENSE POSTAGE	\$ 0.55		
	Total for Business License	\$ 1.17		
3	BUSINESS LICENSE AND TAX DISCREPANCY NOTICES	\$ 0.62		
	BUSINESS LICENSE AND TAX DISCREPANCY NOTICE POSTAGE	\$ 0.55		
	Total for Discrepancy Notice	\$ 1.17		

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**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 11/28/2023	BID NO. 5854	DEPARTMENT Revenue	Commodities to be delivered F.O.B. Mobile to: As Directed
---------------------------	------------------------	------------------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M. Thursday, December 07, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 18,000 to 26,000	OFF PREMISE COMPUTER GENERATED LICENSE RENEWAL FORM Renewal form is 8 ½ x 11. Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes. Quote is to be furnished as a "per package" quote including items above. This bid is to be awarded on a price per each form package with approximate usage of 24,000 License Renewal Forms and must be mailed by December 16 th . Price per each forms package without postage \$ _____ 1 st Class Postage \$ _____					
	CITY OF MOBILE BUSINESS LICENSES Off Premise Computer Generated Business Licenses. Licenses to be printed monthly with minimum quantity to be 100 per print run. Size of license to be 8 ½ x 11 with standard #10 window envelope. Office copy to be furnished for each license that is printed, as a PDF sent via secure site. License print to be color specific. Color changes with each year's run. Contact department for specific color.					
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 competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Price to include (1) form, (2) PDF file, (3) #10 window envelope, (4) postage, and (5) any artwork changes. Quote is to be furnished as a "per package" quote including all items in the above paragraph. Quantity of print runs for this contract is to be approximately 20,000. The business license is to be made in early January and run through March. These runs will be monthly "as needed". Price per each forms package without postage \$ _____ 1st Class Postage \$ _____ Appx 15,000 to 20,000 BUSINESS LICENSE AND TAX DISCREPANCY NOTICES Off Premise Computer Generated Discrepancy Notices Discrepancy notices to be printed twice with the first run in February. Form to be 8 ½ x 11 in size and include a #10 window envelope. Quote to include (1) form, (2) #10 window envelope, (3) postage, and (4) any artwork charges. Quantity of print run is approximately 5,000 with first print run in and vary every month after the first run. Price per each forms package without postage \$ _____ 1st Class Postage \$ _____ Pricing to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one year periods with the approval of both the successful vendor and the City of Mobile. City of Mobile will furnish all artwork for all forms. City of Mobile Postal Permit Required.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES <i>Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.</i>	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. <u>Samples of forms are attached to this bid package.</u> Vendor <u>MUST</u> mail all packages no later than 7-10 business days from the receipt of the file. Vendor will be responsible to drop forms and packages at Post Office. Vendor must have local office. Address of local office _____ TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

YEAR	LICENSE NO
2022	
ISSUED	EXPIRES
3/3/2022	12/31/2022

525110 P AND F - NEW PREMIUM
525111 P AND F - RENEWAL PREMIUM



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



1 T1 P1

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE



1111



Account #:

The City of Mobile, Annual Alabama Privilege License Tax Renewal forms and the Annual Alabama Policemen & Firefighters Pension and Relief Fund Fee forms are now available on the City of Mobile website at

<https://www.cityofmobile.org/government/revenue/revenue-forms-and-applications/>.

Please remit payment to:

City of Mobile
Revenue Department
PO Box 3065
Mobile, AL 36652

NOTE: The City of Mobile is a self administrating municipality and as such requires payment be made directly to The City of Mobile and NOT to the Alabama League of Municipalities. Please remember the due date is March 1, 2022. Renewals postmarked March 2, 2022 and after will be subjected to penalties and interest.

Please complete and return the renewal forms even if there have been no premiums written by the company in the City of Mobile.

If you have any questions, please contact the Revenue Department at (251) 208-7462 option 1.

Thank you for your prompt attention to this matter.

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL



10 TS PL



This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to <https://mobileselfservice.tylertech.com> or www.cityofmobile.org/services/payment-center and clicking on **BUSINESS LICENSE RENEWAL**.

Existing Citizen Self Service customers may file and pay City of Mobile business licenses and taxes using the same account.

New Citizen Self Service customers must establish an account by registering online at <https://mobileselfservice.tylertech.com> (see instructions online).

If you have questions or need assistance, please contact your account manager listed below:

Name: JANICE CARR

Phone Number: (251) 208-7836

Email Address: JANICE.CARR@CITYOFMOBILE.ORG

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL



This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to <https://mobileselfservice.tylertech.com> or www.cityofmobile.org/services/payment-center and clicking on BUSINESS LICENSE RENEWAL.

Our records show you have residential rental properties in the City of Mobile at the locations below.

RENTAL LOCATIONS

<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
	Mobile	AL	36619-5338
	Mobile	AL	36695-9132
	Mobile	AL	36608-3972
	Mobile	AL	36695
	Mobile	AL	36609-2369
	Mobile	AL	36695-9474
	Mobile	AL	36693
	Mobile	AL	36619-5153

If this information is not correct, please contact your Account Manager at:

Name: NIKKI MCGLASKER

Phone Number: (251) 208-5824

Email Address: NIKKI.MCGLASKER@CITYOFMOBILE.ORG

City of Mobile

P.O. Box 1827 • Mobile, Alabama 36633

www.cityofmobile.org

**CITY OF MOBILE
REVENUE DEPARTMENT**

February 15, 2022

26 TL P1



Account #:

DELINQUENT BUSINESS LICENSE NOTICE

PMT Status	YEAR	NAICS	Description	TAX AMT	PAID AMT	BALANCE DUE
NON-FILING	2018	238992	CONSTRUCTION	*	*	*
NON-FILING	2019	238992	CONSTRUCTION	*	*	*
NON-FILING	2020	238992	CONSTRUCTION	*	*	*
NON-FILING	2021	238992	CONSTRUCTION	*	*	*
NON-FILING	2022	238992	CONSTRUCTION	*	*	*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<https://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

Attn: JANICE CARR

PO BOX 3065

MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JANICE CARR

Phone Number: (251) 208-7062

Email Address: KENNETH.MOSLEY@CITYOFMOBILE.ORG

City of Mobile P.O. Box 1827 • Mobile, Alabama 36633 www.cityofmobile.org

CITY OF MOBILE
REVENUE DEPARTMENT

December 22, 2021

1 TI PI



Account #:



DELINQUENCY TAX NOTICE

Bill #	PMT Status	MTH/YR	Description	TAX AMT	PAID AMT	BALANCE DUE
*	NON FILING	1/2021	SALES TAX	*	*	*
*	NON FILING	2/2021	SALES TAX	*	*	*
	UNDERPAYMENT	3/2021	SALES TAX	\$16782.93	\$13763.13	\$3019.80
	NO PAYMENT	6/2021	SALES TAX	\$7042.75	\$0.00	\$7042.75
*	NON FILING	7/2021	SELLERS USE TAX	*	*	*
*	NON FILING	8/2021	SELLERS USE TAX	*	*	*
*	NON FILING	9/2021	SELLERS USE TAX	*	*	*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<https://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JOAN BRUTKIEWICZ
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JOAN BRUTKIEWICZ
Phone Number: (251) 208-7868
Email Address: JOAN.BRUTKIEWICZ@CITYOFMOBILE.ORG



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: December 17, 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 Hardy Chevrolet Buick GMC for 73 2025 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$3,676,572.00

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20241205 Hardy Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 December 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for 73 2025 Chevrolet Tahoe
PPV SUVs for MPD.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$3,676,572.00

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 5913

How many bidders received bid packages (if applicable): 10 + web

How many bidders submitted bids (if applicable): 2

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>2609, 2611</u>	2025	(F7000) MOTOR POOL	73 2025 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5913)	\$3,676,572.00	<u>(299517) HARDY</u> <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002609-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 1

Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: PATROL Additional Description Notes	30.00 EACH	50364.00000	1510920.00

2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRON
 SEAT 40/20/40 SPILT-BENCH MWITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A
 TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTNING-RED AND WHITE LED FRONT AUXILIARY
 DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN
 TRANSFER LOOP WIRE

AS REQUESTED BY 1530-PD

1 7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT.	1510920.00
--	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	1510920.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002609-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 2

Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E MP01530 .CAPEQUIPMT.		1510920.00	26085.15
***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47010.		1510920.00	15754960.26
	MOTOR POOL EXP		EQUIPMENT (GREATER \$5000)	
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	11/22/24	CHARLES SUMRALL	Approve	
Approved	11/22/24	SHONNDA SMITH	Auto approved by: 910518787	
Approved	11/22/24	CHERI BOUCHER		
Approved	11/22/24	ASHLEY PHILLIPS	Auto approved by: 910518787	
Approved	12/05/24	DONALD ROSE	Auto approved by: 9105paij	
Approved	12/05/24	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	12/05/24	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	12/05/24	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	12/05/24	LONELL HARRIS	Auto approved by: 9105paij	
Approved	12/05/24	ANNE FOLEY	Auto approved by: 9105paij	
Approved	12/05/24	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002611-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2024 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: ADMINISTRATIVE	43.00 EACH	50364.00000	2165652.00

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	2165652.00
--	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	2165652.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	2165652.00	26085.15

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2165652.00	15755880.16

BID TABULATION FOR BID #5913
POLICE PACKAGE TAHOES

HARDY CHEVROLET BUICK GMC	\$50,364.00
DONOHOO CHEVROLET	\$50,492.58



ADDENDUM

November 5, 2024

RE: City of Mobile Bid #5913 for POLICE PACKAGE TAHOES

Please consider the following to be Addendum to City of Mobile Bid #5913 for Police Package Tahoes.

ADD

All vehicles to be 2-wheel drive.

ADD

Second row seat delete on patrol package Tahoes.

Second row delete ATZ

City will provide a prisoner seat as part of outfitting of the Tahoes.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

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: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/04/2024	5913	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, November 22, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 30	POLICE PACKAGE TAHOES 2025 Tahoe PPV for Administrative Detective with the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire Make _____ Model _____ Upon award, the City will purchase a minimum of 30 Tahoes.					
Appx 45	2025 Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delte • Second row seat delete (ATZ) • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire Make _____ Model _____ Upon award, the City plans to buy 45 Tahoe PPV for Police patrol use.					
			TOTAL			

Page 1 of 2

Page 1 of 2

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions, email the Purchasing Department at: purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. ITEM BASIS AWARD					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of 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: December 17, 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 Companies Inc for 3,530 tons type A base limestone for Hurtel Street parking lot.

Amount of Contract:

\$176,500.00

Funding Source

Hurtel Mowing Division New Parking capital project

ATTACHMENTS:

1. 20241205 Hughes Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 December 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 Companies Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes Companies Inc for 3,530 tons type A base
limestone for Hurtel Street parking lot.
Hurtel Mowing Division New Parking capital project

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$176,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5921

How many bidders received bid packages (if applicable): 9+ 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>2462</u>	2025	(2070) PUBLIC SERVICES ADMINISTRATION	3,530 TONS TYPE A BASE LIMESTONE FOR HURTEL STREET PARKING LOT (SEALED BID 5921)	\$176,500.00	(<u>272843</u>) <u>HUGHES</u> <u>COMPANIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002462-00 FY 2025 PO 25002496 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 1
--	--	--------

Vendor HUGHES COMPANIES INC 3425 ATON ST MOBILE, AL 36612	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
--	--

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/20/24	272843				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER MY BID #5921 AND QUOTE BY PRESTON W. HUGHES III.				
001	LIMESTONE TYPE A, DENSE GRADED BASE, (PICK-UP BY CITY TRUCK).	3530.00 TON	50.00000	176500.00
Vendor Item Inventory Item/Loc 10979				
1	2000.80.00.0000.0000.0000.0000.44020. E F747-001 .OPERSUPPLS.			176500.00

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

[Requisition Link](#)

Requisition Total	176500.00
-------------------	-----------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002462-00 FY 2025 PO 25002496 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 2
--	--	--------

Vendor HUGHES COMPANIES INC 3425 ATON ST MOBILE, AL 36612	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
--	--

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/20/24	272843				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	F747-001 .OPERSUPPLS.		176500.00	.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	176500.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	11/21/24	BRENDA RHODES	
Approved	11/21/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/21/24	RELYA MALLORY	Auto approved by: 910511034
Approved	12/05/24	DONALD ROSE	Auto approved by: 9105paij
Approved	12/05/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/05/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/05/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/05/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	12/05/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/05/24	JOHN PAINE	Approved by: 9105neej

Authorized By: _____ Date: _____
Signature

BID #5921 ANALYSIS

AGGREGATE

HUGHES COMPANIES INC.	\$50.00/TON
------------------------------	--------------------

VULCAN CONSTRUCTION MATERIALS LLC	\$51.00/TON
--	--------------------

MARTIN MARIETTA	\$54.00/TON
------------------------	--------------------

GREEN DREAM INTERNATIONAL LLC	\$62.15/TON
--------------------------------------	--------------------

ALLOWING 0.05% DISCOUNT/\$59.04/TON	
--	--

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 295 of 841

Page _____ of _____

Page 296 of 841



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: December 17, 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 Magnuson Group Inc for 25 Vaulta 40 gallon waste cans for Convention Center.

Amount of Contract:

\$22,165.00

Funding Source

Convention Center Equipment capital.

ATTACHMENTS:

1. 20241206 Magnuson Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 December 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 Magnuson Group Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Magnuson Group Inc for 25 Vaulta 40 gallon waste cans
for Convention Center.
Convention Center equipment capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,165.00

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: Omnia cooperative purchasing agreement, not on state contract. 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>2374</u>	2025	(3038) REAL ESTATE	25 VALUTA 40 GAL WASTE CANS FOR CONVENTION CENTER (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$22,165.00	<u>(299518)</u> <u>MAGNUSON</u> <u>GROUP INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 1

Vendor
 MAGNUSON GROUP INC.
 1400 INTERNATIONALE PARKWAY

Ship To
 CONVENTION CENTER
 1 SOUTH WATER

WOODRIDGE, IL 60517
 US
 Tel#630-410-3230

MOBILE, AL 36602
 BRANDT.WILHELM@OAKVIEWGROUP.COM

Delivery Reference
 BRANDT WILHELM 251-545-8951

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER

MOBILE, AL 36602
 Delivery Reference
 brandt wilhelm

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER OMNIA CONTRACT #07-104.
 CITY OF MOBILE OMINIA #4000409 SINCE 2007.

CONTACT BRANDT WILHELM AT 251-545-8951 OR EMAIL AT
 BRANDT.WILHELM@OAKVIEWGROUP.COM 48 HOURS PRIOR TO DELIVERY.

001 CASTERS VALUTA CST-WB (FOR TRASH CAN VALUTA #VA1818L) - SET OF 4 CASTERS.	25.00 SET	64.00000	1600.00
---	--------------	----------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.		1600.00
---	--	---------

Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 BRANDT WILHELM 251-545-8951

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 brandt wilhelm

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	--

Page 2

Vendor
 MAGNUSON GROUP INC.
 1400 INTERNATIONALE PARKWAY

Ship To
 CONVENTION CENTER
 1 SOUTH WATER

WOODRIDGE, IL 60517
 US
 Tel#630-410-3230

MOBILE, AL 36602
 BRANDT.WILHELM@OAKVIEWGROUP.COM

Delivery Reference
 BRANDT WILHELM 251-545-8951

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER

MOBILE, AL 36602
 Delivery Reference
 brandt wilhelm

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN	Description / Account	Qty	Unit Price	Net Price
002	TRASH CAN DECORATIVE, 40 GALLON WITH INTERNAL RIDGID LINER INTEGRATED BAG ARMS AND ADJUSTABLE GLIDES DARK ANTHRACITE BODY DARK ANTHRACITE TOP WASTE OPENING LABEL NOT REQUIRED, VALUTA NUMBER VA1818L. Additional Description Notes	25.00 EACH	764.80000	19120.00

NOTE: 50% DEPOSIT REQUIRED. NET 30.

1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			19120.00
---	---	--	--	----------

Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 BRANDT WILHELM 251-545-8951

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 brandt wilhelm

003	FREIGHT	1.00	1445.00000	1445.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 3

Vendor MAGNUSON GROUP INC. 1400 INTERNATIONALE PARKWAY WOODRIDGE, IL 60517 US Tel#630-410-3230	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BRANDT.WILHELM@OAKVIEWGROUP.COM Delivery Reference BRANDT WILHELM 251-545-8951 Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference brandt wilhelm
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN Description / Account	Qty EACH	Unit Price	Net Price
Additional Description Notes			

FOB WOODRIDGE, IL.			
Vendor Item			
Inventory Item/Loc 14009			
1 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			1445.00
Ship To			
CONVENTION CENTER			
1 SOUTH WATER			
MOBILE, AL 36602			
Delivery Reference			
BRANDT WILHELM 251-545-8951			
Deliver To			
CONVENTION CENTER			
1 SOUTH WATER			
MOBILE, AL 36602			
Delivery Reference			
brandt wilhelm			

[Requisition Link](#)

Requisition Total 22165.00

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
---	---

Page 4

Vendor MAGNUSON GROUP INC. 1400 INTERNATIONALE PARKWAY WOODRIDGE, IL 60517 US Tel#630-410-3230	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BRANDT.WILHELM@OAKVIEWGROUP.COM Delivery Reference BRANDT WILHELM 251-545-8951 Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference brandt wilhelm
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN	Description / Account	Qty	Unit Price	Net Price
E C0261	.OPERSUPPLS.		22165.00	47931.54

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		
	22165.00	
CAPITAL IMPROVEMENTS FUND EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/19/24	CARLEEN STOUT	approved! please send to counc
Approved	11/19/24	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	11/19/24	BRENDA RHODES	
Approved	11/19/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/19/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	12/04/24	ANNE FOLEY	
Approved	12/04/24	DONALD ROSE	Auto approved by: 9105fola
Approved	12/04/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/04/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/04/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	12/04/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	12/04/24	ANNE FOLEY	
Approved	12/04/24	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



Magnuson Group

Furniture Products & Solutions

For over 90 years, the Magnuson family has been providing a unique blend of excellent product design, quality, value and customer service.

We have built our name by designing, manufacturing and marketing the industry's finest products within our focused niche of support furniture and accessory products. Over the years, we have added extensively to our product line -- from our earliest roots in coat racks and garment storage -- to today where we represent the contract furniture market's most complete line of high-design accessories and support furniture for commercial facilities.

Magnuson Group remains a family-owned & operated business -- now in its 4th generation -- and is as committed as ever to delivering the finest design, quality, value and customer service available in the market.

Click Your Industry

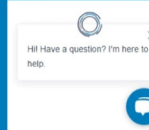
[Education | Government](#)
[Nonprofit](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Magnuson Group offers a broad collection of support furnishings and accessories that are essential to the design and function of any space. Please choose from our selection of products by clicking on a product category below. By navigating through our categories you will be able to view our products and their associated details. There is a quick menu at the top that contains an alphabetized list of shortcuts to all of the main product categories on our website.

- Furniture**
Region 14 ESC - TX | 07-104

[VIEW CONTRACT DOCUMENTATION](#)
[CONTACT US](#)


Magnuson Group 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.

Furniture

Region 14 ESC - TX
Contract Number: 07-104

Initial Term: September 1, 2022 - September 30, 2025

Renewal options: Option to renew for five (5) additional one (1) year periods through September 30, 2030

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Update 1](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)


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.

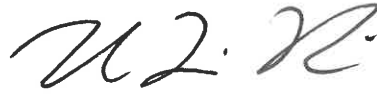
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such 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: December 17, 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 Toomey's Mardi Gras Candy Co Inc for 450 cases of Moon Pies and 80 cases of beads for parade throws for City Clerk.

Amount of Contract:

\$19,044.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241127 Toomey Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 December 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 Toomey's Mardi Gras Candy Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Toomey's Mardi Gras Candy Co Inc for 450 cases of Moon Pies and 80 cases of beads for parade throws for City Clerk.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$19,044.00

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>1859</u>	2025	(1030) CITY CLERK	450 CASES OF MOON PIES AND 80 CASES OF BEADS FOR PARADE THROWS FOR CITY CLERK (PRICE BELOW BID REQUIREMENT)	\$19,044.00	<u>(130871)</u> <u>TOOMEY'S</u> <u>MARDI GRAS</u> <u>CANDY CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

VENDOR MUST DELIVER ENTIRE ORDER TO:
 CITY CLERK'S OFFICE
 205 GOVERNMENT STREET
 9TH FLOOR SOUTH TOWER, ROOM 908
 MOBILE, AL 36644
 BY FEBRUARY 12, 2025.
 (NO DELIVERING ON TUESDAYS)

ATTACHED QUOTE #D586

LOCAL VENDORS DO NOT HAVE A SUPPLY OF ITEMS AND CANNOT QUOTE UNTIL THEY HAVE
 A SUPPLY. DUE TO THE AMOUNT THESE ARE NEEDED BEFORE THE LOCAL VENDORS
 SUPPLY WILL BE DELIVERED.

001	MOON PIES, CHOCOLATE, CELLOPHONE WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE.	225.00	32.80000	7380.00
	Vendor Item			
	Inventory Item/Loc 5169			

1	1000.10.90.9000.9000.9000.0000.0000.42140.			7380.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
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Tel#251-450-5012
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
002	MOON PIES, BANANA, CELLOPHANE WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 5170	225.00 CASE	32.80000	7380.00
1	1000.10.90.9000.9000.9000.0000.0000.42140.			7380.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
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MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
003	BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18284	80.00 CASE	53.55000	4284.00
1	1000.10.90.9000.9000.9000.0000.0000.42140.			4284.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor TOOMEYS MARDI GRAS CANDY CO INC 755-A MCRAE AVE MOBILE, AL 36606 Tel#251-450-5012 Fax 251-450-5078	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN Description / Account	Qty	Unit Price	Net Price
Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			

Requisition Link

Requisition Total 19044.00

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42140.	19044.00	8299402.66
CITY HALL OVERHEAD EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	11/15/24	SCOTT PROVINCE	Auto approved by: 910519237
Approved	11/15/24	DONNA BRYARS	
Approved	11/15/24	CODY SCOTT	Auto approved by: 910519237
Approved	11/15/24	JESSICA CATES	Auto approved by: 910519237
Approved	11/15/24	CYNTHIA TOWNER	Auto approved by: 910519237

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 5

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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/27/24 DONALD ROSE	Auto approved by:	910518227	
Approved	11/27/24 SANDRA LEWIS			
Approved	11/27/24 STEVEN KRONINGER	Auto approved by:	910518227	
Approved	11/27/24 SAMANTHA COOLEY	Auto approved by:	910518227	
Approved	11/27/24 LONELL HARRIS	Auto approved by:	910518227	
Approved	11/27/24 ANNE FOLEY	Auto approved by:	910518227	
Approved	11/27/24 JOHN PAINE	Auto approved by:	910518227	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Donna Bryars, Comptroller

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To reallocate capital project funding for projects identified in the 12 To Go 2025 Capital Plan.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 09-1227

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following funding reallocations be made to the FY 2025 General Fund budget, the FY 2025 Capital Budget, and current capital project funding for the projects identified below.

- **MPD Mounted Unit Grand Bay Upgrades (Munis # C0968):**

Re-Allocate \$70,000 from the FY 2025 General Fund MPD Motor Pool budget to C0968.

- **MPD Headquarters – Upgrades (Munis # C0100):**

Re-Allocate \$200,000 from Police Headquarters – Windows (Munis # C0628) to # C0100.

Re-Allocate \$300,000 from K9 Training Facility (Munis # C0631) to # C0100.

Re-Allocate \$560,000 from FY 2025 MPD Motor Pool (Munis # MP1530) to # C0100.

- **MPD 3rd Precinct – Emergency Generator (Munis # F365-001):**

Re-Allocate \$70,000 from the FY 2025 General Fund MPD Motor Pool budget to # F365-001.

- **MFRD Fire Station 3 (Central) – Window (Munis # C0355):**

Re-Allocate \$556,000 from Capital Transfers In to Munis # C0355.

- **MFRD Fire Station 3 (Central) – HVAC (Munis # F324-001):**

Re-Allocate \$25,500 from Fire Station 3 Mechanical Improvements (Munis # C0553) to # F324-001.

Re-Allocate \$844,000 from Capital Transfers In to # F324-001.

- **MFRD Fire Station 19 (McCosker) New Station (Munis # C0915):**

Re-Allocate \$1,500,000 from CIP Fire Station 19 New Construction (Munis # C1020) to C0915.

Re-Allocate \$2,100,000 from Public Safety Training Center (Munis # C0474) to C0915.

- **MFRD Fire Station 14 (Toulminville) Land Acquisition (Munis # C0876)**

Re-Allocate \$160,000 from Capital Transfers In to # C0876.

- **Animal Services (Munis # C0718):**

Re-Allocate \$400,000 from Capital Transfers In to # C0718.

Re-Allocate \$44,000 from Civic Center Maintenance (Munis # C0040) to # C0718.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the transfer of \$500,000.00 from project G-OGMMATCH Grant Match Holding Account to capital project C0538 CIP Parks-Taylor Park Ctr & Pool Upg to consolidate funding source for Taylor Park

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - C0538 Transfer Taylor Park
2. Joint Budget Transfer Request Form C0538 (1)

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$500,000.00 be transferred from project G-OGMMATCH GRANT MATCH HOLDING ACCOUNT (50005000.94050) to capital project C0538 (20002000.93150) CIP PARKS-TAYLOR CTR & POOL UPG. These funds will be reallocated to one consolidated funding source for Taylor Park.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Grants Management DEPT. 2590

DATE OF REQUEST: 12/2/2024

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

DISTRICT#: 3

REQUEST: Please transfer \$ 500,000.00

FROM CAPITAL PROJECT#: G-OGMMATCH

CAPITAL PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0538

PROJECT NAME: PARKS- TAYLOR CTR & POOL UPG

DEPT. PROJECT#: _____

Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

FY 2025 budget amendments:

General Fund - Increase Interest Earned on Idle Funds by \$1,058,000

General Fund - Increase Interest Earned on Investments by \$1,058,000

General Fund - Increase Transfers Out to Capital by \$2,116,000

Capital Fund – Increase Transfers in From General Fund by \$2,116,000

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution FY 2025 Budget Amendments

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, an amendment to the 2025 General Fund Budget as described below is hereby proposed.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2025 General Fund Budget for the City of Mobile is adjusted to include additional appropriations as follows:

- General Fund – Increase Interest Earned on Idle Funds by \$1,058,000.
- General Fund – Increase Interest Earned on Investments by \$1,058,000.
- General Fund – Increase Transfers Out to Capital by \$2,116,000.
- Capital Fund – Increase Transfers in From General Fund by \$2,116,000.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Nicholas Amberger

Sponsored by:

William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Change Order No. 2 with Sabre Demolition Corporation for CIVIC CENTER NEW CONST & DEMO, Increase: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$1,344,375.50. Thirteen (13) calendar days will be added to the Period of Performance and will extend the Substantial Completion Date by the same thirteen (13) calendar days, under this change order.

Amount of Contract:

\$ 1,344,375.50.

Funding Source

2000.2000.48010-Pending approval of funds transfer Resolution#09-1182

ATTACHMENTS:

1. CO2 Sabre Council Pkt
2. Sabre Contract 7.30.24
3. Sabre Contract Res 7.30.24
4. CO1 Sabre-12.5.24 SIGNED

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order 02 to Contract 5055, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of One Million Three Hundred Forty-Four Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 1,344,375.50) shall be added to the original contract amount of Four Million Three Hundred Sixty-Seven Thousand Dollars and Zero Cents (\$ 4,367,000.00), with the new Agreement sum to be Five Million Seven Hundred Eleven Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 5,711,375.50), approval upon pending transfer, Resolution no. 09-1182. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	SABRE DEMOLITION CORPORATION
Project Name:	CIVIC CENTER NEW CONST & DEMO – C0976
Project Number:	CC-034D-22
Amount:	\$ 1,344,375.50 (ADDITIONAL AMOUNT)

Adopted:

City Clerk

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038DATE OF REQUEST: 11/21/24CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: Sabre Demolition CorporationDISTRICT#: 2DEPT. PROJECT#: CC-034D-22

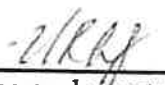
REQUEST: Please Add \$ 1,344,375.50 from Capital Project#/Title:
C0976 - CIVIC CENTER NEW CONST & DEMO
to contract# 5055

Total amount of Change Order: \$ 1,344,375.50Current contract amount: \$ 4,367,000.00Revised contract amount: \$ 5,711,375.50

Comments: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition
Contract 5505. This change order is to provide additional funding to the Contract for
Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract
Contingency Allowance. The approved work listed below increases the Contract value
by \$ 1,344,375.50. Thirteen (13) calendar days will be added to the Period of
Performance and will extend the Substantial Completion Date by the same thirteen
(13)calendar days, under this change order.

Rhonda Lewis

Employee signature


Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: 5055
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Number Two (2) to contract with SABRE DEMOLITION CORPORATION dated **July 30, 2024**, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Letter and change order.
- ☐ 6. Other:

REMARKS: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$ 1,344,375.50. Thirteen (13) calendar days will be added to the Period of Performance and will extend the Substantial Completion Date by the same thirteen (13) calendar days, under this change order.

Carleen Stout-Clark, Deputy Director
Real Estate Asset Management



Nick Amberger, Executive Director, Engineering and Infrastructure

November 26, 2024

Subject: Recommendation for Approval of Change Order 02 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$1,344,375.50 and will require a Resolution for City Council approval.

This Change Order 02 will add thirteen (13) calendar days to the Period of Performance and extend the Substantial Completion Date by the same thirteen (13) calendar days.

The Schedule of Value (SOV) items A1.8, A1.9, A2.5, A2.6, and A2.7, detailed below, have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

SOV Item A1.8 is to relocate the Murals from the Arena lobby to the Expo Hall and prepare them for storage. Due to the accelerated demolition schedule the Contractor and Historic Preservationist were not able to complete the mural removal and relocation prior to the start of demolition. This resulted in the need for temporary climate control as detailed and approved in Contract Change Order 01. Selective demolition was required to isolate the arena lobby and murals from the other sections of the Civic Center so demolition could proceed on the other sections of the Civic Center. A substantial amount of hand demolition was required around the murals to assess the structural connection without damaging the murals and to develop the removal plan and design. These activities reduced the allowance for the mural removal and thus did not allow enough funding to relocate the murals to the Expo Hall after removing them from the structure.

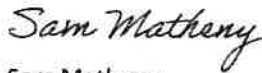
SOV Item A1.9 is for additional selective demolition around the murals for the removal supports, bracing, and equipment; construction of temporary walls in the Expo Hall for the mural storage; and for electrical service over the approximate 18 months the murals will be stored in the Expo Hall. The value listed in the change order for the SOV Item includes the Contractor's estimated cost (see backup documentation) for the select demolition and construction of the temporary walls. A 20% contingency has been added to the Contractor's estimate and an allowance added for the 18 months of electrical service.

SOV Item A2.5 is for the abatement of additional non-friable asbestos containing materials encountered during demolition of the Theater HVAC ductwork. The Contractor provided a unit rate cost of \$202.06 per ton (see backup documentation) to remove and dispose of the ACM material. The tonnage has been quantified and the Contractor will be compensated for 404.49 tons at the unit rate price.

SOV Item A2.6 is for the removal of ceilings to expose non-friable asbestos containing HVAC ductwork for removal and legal disposal. The original bid documents did not identify the asbestos containing HVAC ductwork. To avoid cross contaminating other demolition debris the Contractor's means and methods had to change from mass demolition with large equipment, to segregating the non-friable asbestos containing material (ACM) by hand and with small equipment. The change in means and methods resulted in additional cost, however, this cost is substantially less than the cost would have been to dispose of all demolition debris as non-friable ACM had it been cross contaminated.

SOV Item A2.7 is for the abatement of additional non-friable asbestos containing materials encountered during demolition of the Arena bump out structures. The Contractor provided a unit rate cost of \$154.06 per ton (included in the backup documentation) to remove and dispose of the ACM material. The value listed in the Change Order for the SOV Item includes the Contractor's estimated quantity of 2,800 tons plus a 20% contingency. The Contractor will be compensated for the actual quantity disposed as documented by manifests and weigh tickets at the disposal facility.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

VOLKERT

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827



PROJECT NAME: Mobile Civic Center, Theater,
and Expo Hall Demolition
PROJECT ADDRESS: 401 Civic Center Drive

CHANGE ORDER NO.: 02

DATE: November 26, 2024

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

PROJECT NO.: CC-034D-22
CONTRACT DATE: July 30, 2024
CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for Contract Allowance overruns for the Mosaic Mural Removal and for abatement of additional non-friable asbestos containing materials in excess of the original Contract quantities. The approved work listed below increases the Contract value by \$1,344,375.50.

Thirteen (13) calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.8	Mural Relocation to Expo Hall and preparation for storage	\$ 501,827.72
A1.9	Expo. Hall Storage Temp. Wall Construction/Hand Demolition	\$ 212,879.98
	SUBTOTAL - MURAL REMOVAL ALLOWANCE OVERRUN	\$ 714,707.70
A2.5	Additional non-friable asbestos abatement Theater Ductwork	\$ 81,731.25
A2.6	Additional NF ACM Duct Access/Removal	\$ 30,882.65
A2.7	Additional NF ACM Mastic Removal - bumpout structures	\$ 517,641.60
	SUBTOTAL - CONTINGENCY ALLOWANCE OVERRUN	\$ 630,255.50
	BALANCE OF REMAINING CONTRACT ALLOWANCES	\$ (587.70)
	TOTAL CONTRACT ALLOWANCE OVERRUN/ADDITIONAL FUNDING REQUIRED	\$ 1,344,375.50

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 4,367,000.00
Net Contract change by this change order	\$ 1,344,375.50
New Contract Sum including this Change Order	\$ 5,711,375.50

The Contract Substantial Completion date is extended by
Thirteen (13) calendar days.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CANNON
ARCHITECT:

George Keith Parker
SIGNATURE

GEORGE KEITH PARKER, SR. ARCHITECT
(Printed Name/Title)

11/21/24
DATE:

Sabre Demolition Corporation
CONTRACTOR:

Matthew Nixon
SIGNATURE

Matthew Nixon - President
(Printed Name/Title)

11/21/24
DATE

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

CUSTOMER: CIT OF MOBILE

DATE : 10-09-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC & ERM MOSAIC REMOVAL,
TRANSPORT, AND STAGINGPROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A1.8

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 110.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 155.55	\$ -
	0.0	OT HRS	\$ 194.19	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.10	\$ -
	0.0	OT HRS	\$ 120.12	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 162.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.55	\$ -
	0.0	OT HRS	\$ 177.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 119.14	\$ -
	0.0	OT HRS	\$ 143.34	\$ -
FOREMAN	0.0	REG HRS	\$ 110.20	\$ -
	0.0	OT HRS	\$ 140.15	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 179.44	\$ -
	0.0	OT HRS	\$ 182.32	\$ -
TOTAL LABOR	0.0			\$ -
DAILY EXPENSES				
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				\$ -
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/350 HIGH REACH EXCAVATOR	0	0	\$ -	\$ -
CAT 340 EXCAVATOR	0	0	\$ -	\$ -
CAT 330 EXCAVATOR	0	0	\$ -	\$ -
CAT 350 LOADER	0	0	\$ -	\$ -
SKIDSTEER	0	0	\$ -	\$ -
DUST BOSS	0	0	\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$ -	\$ -
GRAPPLE ATTACHMENT	0	0	\$ -	\$ -
SHEAR ATTACHMENT	0	0	\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$ -	\$ -
PULVERIZER ATTACHMENT	0	0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				\$ -
MATERIALS				
NONE			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
NONE			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
ICC COMMONWEALTH	1	LS	\$ 456,207.02	\$ 456,207.02
TOTAL SUBCONTRACTORS				\$ 456,207.02
SUB-TOTAL DIRECT COSTS				\$ 456,207.02
ADDITIONAL COSTS				
ADDED P&P BONDING (INCLUDED IF ICC)	1	PERCENT	\$ -	\$ -
TOTAL COST:				\$ 456,207.02
GRAND TOTAL W/O&P:				\$ 501,827.72

CUSTOMER: CITY OF MOBILE
 AUTHORIZATION: VOLKERT
 PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
 PROPOSED ACTION: HAND SEPARATIONS
 PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
 SABRE JOB NO.: 2024-03

DATE: WE 11-0X-2024



SOV LINE ITEM A1.9

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEADLINE (ON-SITE)	0.0	REG HRS	\$ 127.51	\$ -
	0.0	OT HRS	\$ 152.35	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 127.51	\$ -
	0.0	OT HRS	\$ 152.35	\$ -
LABORER (ON-SITE)	640.0	REG HRS	\$ 103.09	\$ 64,195.60
	0.0	OT HRS	\$ 131.35	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 131.31	\$ 5,372.40
	0.0	OT HRS	\$ 162.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	160.0	REG HRS	\$ 145.89	\$ 23,340.80
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 119.14	\$ -
	0.0	OT HRS	\$ 149.34	\$ -
FOREMAN	160.0	REG HRS	\$ 110.23	\$ 17,536.80
	2.0	OT HRS	\$ 142.14	\$ -
BURNER/RIGGER (ON-SITE)	3.0	REG HRS	\$ 129.44	\$ -
	2.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	1000.0			110,535.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	125	MAN DAY	\$ 210.00	\$ 26,250.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				26,250.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/332 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	2	DAY	\$ 1,611.11	\$ 3,222.22
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 450 LOADER	0		\$ -	\$ -
TRUCK (RENTAL UNIT)	4	WEEK	\$ 2,356.50	\$ 9,426.00
DOIT BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZER ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	4	WEEK	\$ 1,138.50	\$ 4,554.00
40-FOOT BOOM LIFT MORE AND FEES	0		\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				16,010.22
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 152,795.82
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	1	\$ 1,055.92
TOTAL COST:				\$ 155,851.74
GRAND TOTAL W/O&P:				\$ 156,733.32

CUSTOMER: CIT OF MOBILE

DATE : 09/11/2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO

PROPOSED ACTION: ACM IN-PLACE DEMOLITION & SEGREGATION UNIT RATE

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL



SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.5

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
400000 - LABOR (ON-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
400000 - LABOR (ON-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
400000 - LABOR (ON-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
LABORER (ON-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
LABORER (ON-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
PROJECT MANAGER (ON-SITE/OFF-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
FOSTERMAN	1.0	REG MRS	\$ 112.00	\$ 112.00
BURNER/RIGGER (ON-SITE)	1.0	REG MRS	\$ 112.00	\$ 112.00
TOTAL LABOR	1.0			112.00
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERIOD	0.25	MAN DAY	\$ 210.00	\$ 52.50
TOTAL DAILY EXPENSES				52.50
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 375 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 340 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 335 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 335 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 350 LOADER	1	1	\$ 481.48	\$ 481.48
SKIDSTEER	1	1	\$ 481.48	\$ 481.48
DUST BOSS	1	1	\$ 481.48	\$ 481.48
HYDRAULIC HAMMER ATTACHMENT	1	1	\$ 157.41	\$ 157.41
GRAPPLE ATTACHMENT	1	1	\$ 157.41	\$ 157.41
SHOAR ATTACHMENT	1	1	\$ 157.41	\$ 157.41
MULTI-PROCESSOR ATTACHMENT	1	1	\$ 157.41	\$ 157.41
PULVERIZER ATTACHMENT	1	1	\$ 157.41	\$ 157.41
TOTAL EQUIPMENT/RENTALS				638.89
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
SITE SERVICES EXTENSION (PER HOUR)	1	Hour	\$ 198.50	\$ 198.50
TOTAL MATERIALS				198.50
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
RF ASBESTOS DISPOSAL (CHASTANG LANDFILL)	15	Tons	\$ 70.00	\$ 1,050.00
TRANSPORTATION OF RF ACM TO CHASTANG	2.5	Hours	\$ 200.00	\$ 500.00
CRUSHED GRS 210 WASHFILL/PAVEMENT TRANSPORTATION	1.0	Hours	\$ 175.00	\$ 175.00
CRUSHED GRS 210 WASHFILL/PAVEMENT TONN	10	Tons	\$ 17.50	\$ 175.00
TOTAL T&D				1,487.50
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
G.S.C. OVERSIGHT SUPERINTENDENT (10-HR DAY)	1	Hour	\$ 137.50	\$ 137.50
TOTAL SUBCONTRACTORS				137.50
SUB-TOTAL DIRECT COSTS				2,749.49
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 54.99
TOTAL COST PER LOAD:				\$ 2,804.48
GRAND TOTAL PER LOAD W/O&P:				\$ 3,030.89
GRAND TOTAL PER TON W/O&P:				\$ 202.06

CUSTOMER: CITY OF MOBILE

DATES : WE 11-3-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO

PROPOSED ACTION: ARENA STRIPPING, ACK DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-95

SOV LINE ITEM A2.6



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 113.00	\$ -
	0.0	OT HRS	\$ 179.75	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 113.00	\$ -
	0.0	OT HRS	\$ 179.75	\$ -
LABORER (ON-SITE)	19.0	REG HRS	\$ 100.29	\$ 1,905.51
	0.0	OT HRS	\$ 155.55	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 124.21	\$ 5,372.40
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.99	\$ -
	0.0	OT HRS	\$ 197.75	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 113.00	\$ -
	0.0	OT HRS	\$ 179.75	\$ -
FOREMAN	24.0	REG HRS	\$ 110.23	\$ 2,645.52
	0.0	OT HRS	\$ 179.75	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 105.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	144.0			16,041.12
DAILY EXPENSES				
MAN-DAY PERDIEM	13	MAN DAY	\$ 210.06	\$ 3,792.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				3,792.00
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0			\$ -
CAT 340/350 HIGH REACH EXCAVATOR	0	DAILY	\$ 2,988.99	\$ -
CAT 340 EXCAVATOR	0			\$ -
CAT 335 EXCAVATOR	0			\$ -
CAT 950 LOADER	0			\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,054.50	\$ 2,054.50
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZER ATTACHMENT	0			\$ -
MINI EXCAVATOR	1	WEEK	\$ 1,627.25	\$ 1,627.25
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				4,824.25
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 24,645.37
ADDITIONAL COSTS				
ADDED PIP BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2	\$ 492.91
TOTAL COST:				\$ 25,138.28
GRAND TOTAL W/O&P:				\$ 25,212.37

CUSTOMER: CITY OF MOBILE

DATES : WE 11--2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

REQUESTED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.6



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEAVY LIFT/CRANE OPERATOR	0.0	REG HRS	\$ 110.00	\$ -
HEAVY LIFT/CRANE OPERATOR	0.0	OT HRS	\$ 154.00	\$ -
WELDING (ON-SITE)	0.0	REG HRS	\$ 100.00	\$ -
WELDING (ON-SITE)	0.0	OT HRS	\$ 140.00	\$ -
LABORER (ON-SITE)	32.0	REG HRS	\$ 109.20	\$ 3,209.20
LABORER (ON-SITE)	0.0	OT HRS	\$ 151.50	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 144.00	\$ -
OPERATOR (ON-SITE)	0.0	OT HRS	\$ 192.00	\$ -
SR. PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	REG HRS	\$ 145.49	\$ -
SR. PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	OT HRS	\$ 197.76	\$ -
PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	REG HRS	\$ 110.00	\$ -
PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	OT HRS	\$ 149.00	\$ -
FOREMAN	0.0	REG HRS	\$ 110.00	\$ -
FOREMAN	0.0	OT HRS	\$ 140.00	\$ -
SCAFFOLDER (ON-SITE)	0.0	REG HRS	\$ 109.00	\$ -
SCAFFOLDER (ON-SITE)	0.0	OT HRS	\$ 152.00	\$ -
TOTAL LABOR	32.0			3,209.20
DAILY EXPENSES				
MAN-ON-DEUT	0	MAN DAY	\$ 210.00	\$ 940.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				940.00
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/350 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 952 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	0	DAILY	\$ 747.50	\$ 1,495.00
DOZE BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZER ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	0		\$ -	\$ -
40-FOOT BOOM LIFT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				1,495.00
MATERIALS				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
PIT & SINK TOWING LIFT SKIDSTEER TO UPPER LEVEL	0	EA	\$ 584.00	\$ -
SSC ACM OVERSIGHT	0	HOURS	\$ 109.00	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 5,544.20
ADDITIONAL COSTS				
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	\$ -	\$ 110.89
TOTAL COST:				\$ 5,655.17
GRAND TOTAL W/O&P:				\$ 5,670.28

CUSTOMER: CITY OF MOBILE
 AUTHORIZATION: VOLKERT
 PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO
 PROPOSED ACTION: ARMA ADDITIONAL ASBESTOS DEMO, T&D
 PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
 SABRE JOB NO.: 1034-05

DATES TBD



SOV LINE ITEM A2.7

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.2	PER HR	100.00	20.00
STREET W/ (ON-SITE)	0.2	PER HR	100.00	20.00
CONCRETE (ON-SITE)	0.2	PER HR	100.00	20.00
WATER (ON-SITE)	0.2	PER HR	100.00	20.00
WATER (ON-SITE)	0.2	PER HR	100.00	20.00
20% (PROJECT MANAGER) (ON-SITE/OFF-SITE)	0.0	PER HR	145.78	0.00
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	PER HR	145.78	0.00
FOREMAN	0.0	PER HR	145.78	0.00
SUPERVISOR (ON-SITE)	0.0	PER HR	145.78	0.00
TOTAL LABOR	0.4			46.92
DAILY EXPENSES				
NON-DAY TRAVEL	0.05	MAN DAY	219.33	10.97
SITE SERVICES EXTENSION (TEMPORARY SERVICES)	0.0	HOURLY	139.53	0.00
TOTAL DAILY EXPENSES				50.20
EQUIPMENT/RENTALS				
CAT 314 EXCAVATOR	0	HOURLY	0	0.00
CAT 310/350 HIGH REACH EXCAVATOR	0.2	HOURLY	481.48	96.30
CAT 340 EXCAVATOR	0	HOURLY	0	0.00
CAT 316 EXCAVATOR	0	HOURLY	0	0.00
CAT 950 LOADER	0	HOURLY	0	0.00
SKIDSTEER (RUCKEL UNIT)	0	HOURLY	0	0.00
DUST BOSS	0	HOURLY	0	0.00
HYDRAULIC HAMMER ATTACHMENT	0	HOURLY	0	0.00
GRAPPLE ATTACHMENT	0	HOURLY	0	0.00
GRAP ATTACHMENT	0	HOURLY	0	0.00
MULTI-PROCESSOR ATTACHMENT	0.2	HOURLY	157.41	31.48
PULVERIZER ATTACHMENT	0	HOURLY	0	0.00
MINI EXCAVATOR	0	HOURLY	0	0.00
TOTAL EQUIPMENT/RENTALS				127.78
MATERIALS				
				0.00
				0.00
				0.00
				0.00
TOTAL MATERIALS				0.00
TRANSPORTATION & DISPOSALS				
MF ASBESTOS DISPOSAL PER LOAD (CEASTANG LANDFILL)	1.0	TON	70.00	70.00
MF ASBESTOS TRANSPORTATION PER LOAD (CEASTANG LANDFILL)	2.5	HOURLY	200.00	500.00
(CREDIT) (BASE BID) WAGFILL TO MOBILE	0.0	HOURLY	121.33	0.00
(CREDIT) (BASE BID) WAGFILL TO MOBILE	0.0	TON	0	0.00
TOTAL T&D				1,137.50
SUBCONTRACTORS				
				0.00
TOTAL SUBCONTRACTORS				0.00
SUB-TOTAL DIRECT COSTS				1,362.40
ADDITIONAL COSTS				
ARMED PIP STRIKE (BASED ON SUB-TOTAL)	1	PERCENT	2	27.25
TOTAL COST:				1,389.65
TOTAL COST W/O&P:				1,540.55
UNIT RATE PER TON:				154.06
ESTIMATED TONNAGE:				2,800
ESTIMATED COST:				431,368.00



AIA® Document A101® – 2017

ORIGINAL

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

AGREEMENT made as of the 30th day of July 2024

in the year 2024

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

City of Mobile Business License Number: Pending Issuance
Secretary of State Registration Number: 47160

for the following Project:

(Name, location and detailed description)

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034D-22

The Architect:

(Name, legal status, address and other information)

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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



Init.

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(1785615461)

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:

[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:

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

(Table deleted)
(Paragraph deleted)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be 00/100 Dollars (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$2,367,000.00
Mural Removal Allowance:	\$1,000,000.00
Contingency Allowance:	\$1,000,000.00
Alternates	\$0.00
Total Bid:	\$4,367,000.00

§ 4.2 Alternates

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

Item	Price
NONE	\$0.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

(Row deleted)

Mural Removal Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)
Contingency Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)

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

§ 4.4 Unit prices, if any:

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

(Table deleted)

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NO.	ITEM NAME	UNIT	UNIT PRICE
1	Mass Earth Excavation	CY	\$ 10.00
2	Trench Earth Excavation	CY	\$ 15.00
3	Hand Earth Excavation	CY	\$ 250.00
4	Topsoil	CY	\$ 45.00
5	General or Open Site Areas	CY	\$ 50.00
6	Trench Backfill	CY	\$ 42.00
7	Select Fill	CY	\$ 42.00
8	Sod	SY	\$ 2.75
9	Fine Grading	SY	\$ 1.20
10	Grading – Cut and Export	CY	\$ 25.00
11	Excavation and Disposal of Unsuitable Soils	CY	\$ 25.00
12	Seeding and Mulching	SY	\$ 1.50
13	Silt Fencing	LF	\$ 5.50
14	Temporary Construction Fencing	LF	\$ 12.50

§ 4.5 Liquidated damages:

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

One

A time charge equal to ~~Two~~ Thousand and 00/100 Dollars (\$1,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Initial Change: 

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

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

(Paragraph deleted)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage.

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

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

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:

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

Matt Dixon, President, Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

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

§ 8.5 Insurance and Bonds

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

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

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

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:

A.	All liability of the Contractor, for the Contractor's Direct Operations.
B.	Subcontractor's Operations.
C.	Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D.	General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
E.	Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F.	Broad Form Property damage Coverage, including Completed Operations.
G.	Personal Injury Liability, with employee's exclusions removed.
H.	Explosion and Collapse Hazard:

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Included or	X Not Applicable.
I. Underground Hazard:	
Included or	X Not Applicable.

- .5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .6 Umbrella/Excess Liability: \$2,000,000 combined single limit each
occurrence for bodily injury and/or property damage
- .7 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .8 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.
- .9 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.

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 8.8 Force Majeure:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

- .3 Drawings

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .4 Specifications

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .5 Addenda, if any:

Number	Date
1	June 10, 2024
2	June 24, 2024
3	June 27, 2024
4	July 8, 2024

(Paragraphs deleted)

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

- .6 Other Exhibits:

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

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 9.2.1 Other documents, if any, listed below:

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

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

§ 9.2.2 Best Management Practices (BMPs):

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User Notes:

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

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

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

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

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

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

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

City of Mobile

Legal Name of Party to Contract: Sabre Demolition Corporation

Contractor: Sabre Demolition Corporation

W. Stimpson
OWNER (Signature)

[Signature]
CONTRACTOR (By Signature)

William S. Stimpson, Mayor

Matt Dixon

(President)

(Rows deleted)

(Printed name and title)

(Printed name and title)

ATTEST:

Lana Payenbach

ASSISTANT City Clerk



STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared

Matt Dixon as President of Sabre Demolition Corporation, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 18th day of July, 20 24.

Michele M. Hodgson

NOTARY PUBLIC

My Commission Expires: 03/29/2026

MICHELE M. HODGSON
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HO6219480
Qualified in Cayuga County
My Commission Expires 03-29-20 26

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13



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General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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(1768777264)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, **15.2**

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, **15.1.5**

Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, **13.4.1**

Arbitration

8.3.1, **15.3.2**, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, **12.1**, **12.2.1**, **13.4.1**, **13.4.2**, **14.2.2**, **14.2.4**, **15.1.4**, **15.2.1**

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, **15.1.4**, **15.2**

Architect's Additional Services and Expenses

2.5, **12.2.1**, **13.4.2**, **13.4.3**, **14.2.4**

Architect's Administration of the Contract

3.1.3, 3.7.4, **15.2**, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, **12.1.2**, **12.2.1**

Architect's Copyright

1.1.7, **1.5**

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, **13.4.2**, **15.2**

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, **13.4**

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.4.2**

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, **13.3.2**, **13.4**, **15.2**

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, **11.3**

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.4**

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, **10.3.3**

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, **15.4.1**

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, **11.1.3**, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, **9.8.5**

Init.

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Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,

11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,

9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,

13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,

15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,

12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,

8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

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MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

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promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Program Manager, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses

foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Owner may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or

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Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

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construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp prior to submittal to the Architect.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

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construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.

§ 10.3.3 PARAGRAPH NOT APPLICABLE TO DEMOLITION AND ABATEMENT CONTRACTS.

§ 10.3.4 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

Init.

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless

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otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Sabre Demolition Corporation
Project Name: Civic Center New Const. & Demo
Project Number: CC-034D-22
Amount: \$ 4,367,000.00

Adopted: JUL 30 2024



City Clerk

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: Civic Center New Const & Demo

PROJECT LOCATION: 401 Civic Center Dr., Mobile, AL 36602

DEPARTMENT PROJECT NUMBER: CC-034D-23

CHANGE ORDER #: 1-contingency AMOUNT: \$1,999,412.30 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 5055

CAPITAL ACCOUNT: C0976

VENDOR #: 299223 VENDOR NAME: SABRE DEMOLITION CORPORATION

Prepared by: Rhonda Lewis Date: 11/20/2024

REVIEWED AND APPROVED BY:

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AGENDA NOT REQUIRED

November 12, 2024

Subject: Recommendation for Approval of Change Order 01 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This change order will not require an increase in the Contract value.

This Change Order 01 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days.

The below Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

SOV Item A1.1 is to install a protective cover system over the mosaic murals prior to the start of demolition around the murals as well as protect the murals during movement.

SOV Item A1.2, A1.3, and A1.4 are to provide temporary climate control in the existing Arena lobby to protect the murals from damage due to temperature and humidity for three months prior to their removal. Due to the overall demolition schedule for the Civic Center, demolition was required to start prior to removal of the murals. To start the demolition all utilities were required to be disconnected from the Civic Center which resulted in the need for temporary climate control in the existing Arena lobby. The temporary climate control costs are invoiced based on the actual rental equipment and fuel cost. Items A1.3 and A1.4 are currently estimated based on the actual cost incurred for Item A1.2.

SOV Item A1.5 is to install temporary power service for the Expo Hall auditorium. When the mosaic murals are removed from the existing Arena they will be moved to the Expo Hall auditorium for restoration, prepared for reinstallation, and stored until they are moved into the new Arena.

SOV Item A1.6 is for hand demolition around the mosaic murals to expose the support structure for the historic preservationist to assess the support structure and design the removal system. This item also includes construction of temporary walls for the temporary climate control in the existing Arena lobby.

SOV Item A1.7 is for the historic preservationist's cost to design and fabricate the mural removal and support system; remove the murals from the structure; and prepare them to be moved to the Expo Hall auditorium.

SOV Item A2.1 is for removal of miscellaneous debris, furniture, and stored surplus materials not removed from the Civic Center by the City during or following the property auctions. At the time of bid the quantity of these materials that would or not would be removed prior to contract award could not be quantified. Bidders were instructed to assume that all of these materials would be removed by the City. This ensured that all bids were comparable.

SOV Item A2.2 is for the removal of ceilings to expose non-friable asbestos containing HVAC ductwork for removal and legal disposal. The original bid documents did not identify the asbestos containing HVAC ductwork. To avoid cross contaminating other demolition debris the Contractor's means and methods had to change from mass demolition with large equipment, to segregating the non-friable asbestos containing material (ACM) by hand and with small equipment. The change in means and methods resulted in additional cost, however, this cost is substantially less than the cost would have been to dispose of all demolition debris as non-friable ACM had it been cross contaminated.

SOV Item A2.3 is for overtime labor premium differential to accelerate the theater demolition. During development of the new Arena design the Geotechnical Engineer determined that a soil surcharge would be required to compress the existing soil underneath the new Arena, in the area where the existing theater is located, to remove the risk of differential settlement under the new Arena floor slabs. The Geotechnical Engineer further determined that the soil surcharge would need to remain in place for a minimum of three months. To allow for three months of forced settlement, without extending the new Arena construction schedule, it is necessary to accelerate the theater demolition. Since the demolition is part of the Contract scope of work the additional cost is only for the ½ time labor premium associated with the overtime hours required to accelerate the demolition.

SOV Item A2.4 is to supply, place, and compact the surcharge soil to the lines and grade indicated in the surcharge grading plan. The cost of this item accounts for the approximate 20,000 cubic yards of soil being supplied by the City from the 1450 Montlimar Drive property. The Contractor will transport the City supplied material to the new Arena property. The surcharge material will become part of the permanent structural fill that would have been placed as part of the new Arena construction contract. The placement of this material is now being performed under the demolition contract to avoid a three month delay to the new Arena construction completion date.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile



CITY OF MOBILE
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT NAME: Mobile Civic Center, Theater,
and Expo Hall Demolition
PROJECT ADDRESS: 401 Civic Center Drive

CHANGE ORDER NO.: 01

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

DATE: November 12, 2024

PROJECT NO.: CC-034D-22
CONTRACT DATE: July 30, 2024
CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The approved work listed below does not increase the Contract value.

Nine (9) calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.1	Mural Protection	\$ 124,792.84
A1.2	Temporary Arena lobby HVAC initial month	\$ 65,043.56
A1.3	Temporary Arena lobby HVAC second month	\$ 65,000.00
A1.4	Temporary Arena lobby HVAC third month	\$ 65,000.00
A1.5	Installation of temp power for mural storage	\$ 49,126.85
A1.6	Expo. Hall Temp. Wall Construction/Separations	\$ 87,331.14
A1.7	Mural removal	\$ 566,777.60
	SUBTOTAL - MURAL REMOVAL ALLOWANCE	\$ 1,023,071.99
A2.1	Debris removal	\$ 109,943.95
A2.2	Non-friable ACM Duct Access/Removal	\$ 86,252.32
A2.3	Theater Demolition acceleration labor OT premium	\$ 26,143.33
A2.4	New Arena surcharge	\$ 754,000.71
	SUBTOTAL - CONTINGENCY ALLOWANCE	\$ 976,340.31
	TOTAL APPROVED ALLOWANCE WORK	\$ 1,999,412.30
	TOTAL CONTRACT ALLOWANCES	\$ 2,000,000.00
	REMAINING ALLOWANCES BALANCE	\$ 587.70

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827



Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 4,367,000.00
Net Contract change by this change order	\$ 0.00
New Contract Sum including this Change Order	\$ 4,367,000.00

The Contract Substantial Completion date is extended by
Nine (9) calendar days.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CAWOOD

ARCHITECT:

GEORGE KEITH PARKER

SIGNATURE

GEORGE KEITH PARKER, SR. ARCHITECT

(Printed Name/Title)

PROJ. MANAGER

11.14.24

DATE:

Sabre Demolition Corporation

CONTRACTOR:

Matthew Dixon

SIGNATURE

Matthew Dixon - President

(Printed Name/Title)

11/12/2024

DATE

William S. Stimpson

William S. Stimpson
2024.12.05 09:07:16
-06'00'

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

12/05/2024

DATE

ATTEST:

Lisa Lambert

12/05/2024

CITY CLERK

CUSTOMER: CIT OF MOBILE

DATE : 11-08-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC SITE RECON & RLA PROTECTION

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A1.1

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ICC COMMONWEALTH	1	LS	\$ 108,515.52	\$ 108,515.52
TOTAL SUBCONTRACTORS			\$	108,515.52
SUB-TOTAL DIRECT COSTS			\$	108,515.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:			\$	108,515.52
GRAND TOTAL W/O&P:			\$	124,792.84

CUSTOMER: CIT OF MOBILE

DATE : 9-6-24

AUTHORIZATION: VOLKERT, INC.

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: LOBBY TEMPORARY HVAC SYSTEM

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV LINE ITEMS A1.2, A1.3, A1.4

REVISION 2



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	4.0	REG HRS	\$ 110.23	\$ 440.92
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	32.0			3,431.40
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	5	MAN DAY	\$ 210.00	\$ 1,050.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,050.00
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0	\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
TELEHANDLER/LULL/FORKLIFT (RENTAL)	2	1	1132.00	\$ 2,264.00
MANLIFT (RENTAL)	1	1	906.07	\$ 906.07
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				3,170.07
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PPE	5	MAN DAY	\$ 30.00	\$ 150.00
POLY	3	Per Roll	\$ 120.00	\$ 360.00
MISCELLANEOUS (DIESEL EXHAUST FLUID, HVAC FILTERS)	1	EA	\$ 434.77	\$ 434.77
				\$ -
				\$ -
TOTAL MATERIALS				944.77
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HVAC EQUIPMENT & GENERATOR MOBE/DEMOBE/RENTAL	22	Work Days	3472	\$ 76,375.20
				\$ -
				\$ -
TOTAL SUBCONTRACTORS				\$ 76,375.20
SUB-TOTAL DIRECT COSTS				\$ 84,971.44
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 1,699.43
TOTAL FIRST MONTH COST:				\$ 86,670.87
GRAND TOTAL FIRST MONTH COST W/O&P:				\$ 97,202.45
REDUCTION OF FIRST MONTH COSTS:				\$ 8,596.24
RECURRING MONTHLY COST (FOLLOWING FIRST MONTH):				\$ 88,606.21

THIS BACKUP SHEET IS THE ORIGINAL ESTIMATED COST FOR TEMPORARY HVAC. THE ACTUAL COST IS INVOICED BASED ON THE EQUIPMENT RENTAL EACH MONTH PLUS THE DIESEL FUEL FOR THE GENERATOR WHICH IS INVOICED AT MARKET PRICE FOR THE ACTUAL QUANTITY USED THE PREVIOUS MONTH. THE SOV LINE ITEM AMOUNTS DO NOT MATCH THIS BACKUP SHEET DUE TO THE FACT THEY ARE INVOICED BASED ON ACTUAL COST.

THE CHANGE ORDER AMOUNT FOR SOV ITEM A1.2 IS THE ACTUAL COST INVOICED FOR THE FIRST MONTH.

SOV ITEMS A1.3 AND A1.4 ARE ESTIMATED BASED ON THE A1.2 ACTUAL COST.

CUSTOMER: CIT OF MOBILE

DATE : 9-26-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: EXPO HVAC SERVICE (POLE, METER, TRANSFORMER, & BACKBOARD.

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A1.5

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 336 EXCAVATOR	0	0		\$ -
CAT 950 LOADER	0	0		\$ -
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZOR ATTACHMENT	0	0		\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
BAGBY & RUSSEL FEED INSTALLATION	1	LS	\$ 42,719.00	\$ 42,719.00
TOTAL SUBCONTRACTORS				\$ 42,719.00
SUB-TOTAL DIRECT COSTS				\$ 42,719.00
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 854.38
TOTAL COST:				\$ 43,573.38
GRAND TOTAL W/O&P:				\$ 49,126.85

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION BUILDING SEPARATION
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-13-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	16.0	REG HRS	\$ 100.29	\$ 1,604.64
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	3.0	REG HRS	\$ 134.31	\$ 402.93
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	23.0			2,591.09
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	1	DAY	\$ 425.50	\$ 425.50
40-FOOT BOOM LIFT	1	DAY	\$ 494.50	\$ 494.50
40-FOOT BOOM LIFT MOBE AND FEES	1	EA	\$ 325.99	\$ 325.99
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				1,993.49
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 5,424.58
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 108.49
TOTAL COST:				\$ 5,533.07
GRAND TOTAL W/O&P:				\$ 5,550.58

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: LOBBY SEPARATIONS FOR CURTAIN WALL
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-20-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	24.0	REG HRS	\$ 120.51	\$ 2,892.24
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	40.0	REG HRS	\$ 100.29	\$ 4,011.60
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	24.0	REG HRS	\$ 134.31	\$ 3,223.44
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	16.0	REG HRS	\$ 145.88	\$ 2,334.08
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	120.0			14,225.04
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	16	MAN DAY	\$ 210.00	\$ 3,360.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				3,360.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0	DAY	\$ 425.50	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 598.00	\$ 598.00
MINI EXCAVATOR	2	DAY	\$ 678.50	\$ 1,357.00
MINI EXCAVATOR MOBE & FEES	1	EA	\$ 245.01	\$ 245.01
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				3,695.01
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	21,280.05
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 425.60
TOTAL COST:			\$	21,705.65
GRAND TOTAL W/O&P:			\$	21,784.05

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-25-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	8.0	REG HRS	\$ 110.23	\$ 881.84
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	40.0			4,363.28
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	5	MAN DAY	\$ 210.00	\$ 1,050.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,050.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAILY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	1	DAILY	\$ 425.50	\$ 425.50
40-FOOT BOOM LIFT	1	DAILY	\$ 494.50	\$ 494.50
MINI EXCAVATOR			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				1,667.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
LOBBY CURTAIN SUPPLIES 9-07	1	LUMP SUM	\$ 769.33	\$ 769.33
LOBBY CURTAIN SUPPLIES 9-24	1	LUMP SUM	\$ 544.38	\$ 544.38
			\$	\$ -
TOTAL T&D				\$ 1,313.70
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 8,394.48
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 167.89
TOTAL COST:				\$ 8,562.37
GRAND TOTAL W/O&P:				\$ 8,749.04

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-06-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	16.0	REG HRS	\$ 100.29	\$ 1,604.64
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	16.0	REG HRS	\$ 134.31	\$ 2,148.96
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	32.0			3,753.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	2	DAY	\$ 494.50	\$ 989.00
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,484.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
BLADES AND ROOF SEALER	1	LS	\$ 144.72	\$ 144.72
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				144.72
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	7,222.32
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 144.45
TOTAL COST:				\$ 7,366.77
GRAND TOTAL W/O&P:				\$ 7,370.03

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-13-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	36.0	REG HRS	\$ 134.31	\$ 4,835.16
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	24.0	REG HRS	\$ 110.23	\$ 2,645.52
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	84.0			9,887.64
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	10	MAN DAY	\$ 210.00	\$ 2,100.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				2,100.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$ -	\$ -
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT BOOM LIFT MOBE AND FEES	0		\$ -	\$ -
MINI-EXCAVATOR	2	DAY	\$ 678.50	\$ 1,357.00
TOTAL EQUIPMENT/RENTALS				2,495.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ROOFING PATCH	1	LS	\$ 35.16	\$ 35.16
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				35.16
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D			\$ -	\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS			\$ -	\$ -
SUB-TOTAL DIRECT COSTS				\$ 14,518.30
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 290.37
TOTAL COST:				\$ 14,808.67
GRAND TOTAL W/O&P:				\$ 14,838.57

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-20-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	32.0	REG HRS	\$ 100.29	\$ 3,209.28
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	4.0	REG HRS	\$ 134.31	\$ 537.24
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	36.0			3,746.52
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	2	DAY	\$ 494.50	\$ 989.00
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,484.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 7,070.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 141.41
TOTAL COST:				\$ 7,211.93
GRAND TOTAL W/O&P:				\$ 7,196.52

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPERATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-25-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	80.0	REG HRS	\$ 100.29	\$ 8,023.20
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 134.31	\$ 5,372.40
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	120.0			13,395.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	15	MAN DAY	\$ 210.00	\$ 3,150.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				3,150.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
MINI EXCAVATOR	1	WEEK	\$ 1,627.25	\$ 1,627.25
TOTAL EQUIPMENT/RENTALS				4,824.25
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 21,369.85
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 427.40
TOTAL COST:				\$ 21,797.25
GRAND TOTAL W/O&P:				\$ 21,842.35

CUSTOMER: CIT OF MOBILE

DATE : 10-09-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC & EHM MOSAIC REMOVAL,
TRANSPORT, AND STAGINGPROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV ITEM A1.7

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ICC COMMONWEALTH	1	LS	\$ 515,252.36	\$ 515,252.36
TOTAL SUBCONTRACTORS			\$	515,252.36
SUB-TOTAL DIRECT COSTS			\$	515,252.36
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:			\$	515,252.36
GRAND TOTAL W/O&P:			\$	566,777.60

CUSTOMER: CITY OF MOBILE

DATES : WE 08-30-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	175.0	REG HRS	\$ 100.29	\$ 17,550.75
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	28.0	REG HRS	\$ 134.31	\$ 3,760.68
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	61.0	REG HRS	\$ 145.88	\$ 8,898.68
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	40.0	REG HRS	\$ 110.23	\$ 4,409.20
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	304.0			34,619.31
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	31	MAN DAY	\$ 210.00	\$ 6,510.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				6,510.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	4	HOURLY	\$ 481.48	\$ 1,925.93
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	1.5	DAY	\$ 888.89	\$ 1,333.33
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,518.78	\$ 2,518.78
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				5,778.04
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 46,907.35
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 938.15
TOTAL COST:				\$ 47,845.49
GRAND TOTAL W/O&P:				\$ 47,883.85

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-06-2024

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	160.0	REG HRS	\$ 100.29	\$ 16,046.40
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	72.0	REG HRS	\$ 134.31	\$ 9,670.32
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	48.0	REG HRS	\$ 145.88	\$ 7,002.24
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	48.0	REG HRS	\$ 110.23	\$ 5,291.04
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	328.0			38,010.00
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	33	MAN DAY	\$ 210.00	\$ 6,930.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				6,930.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	1	WEEKLY	\$ 8,666.67	\$ 8,666.67
CAT 340 EXCAVATOR	0			\$ -
CAT 336 EXCAVATOR	0			\$ -
CAT 950 LOADER	1	WEEKLY	\$ 2,666.67	\$ 2,666.67
SKIDSTEER (RENTAL UNIT)	1	WEEKLY	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZOR ATTACHMENT	0			\$ -
40-FOOT SCISSOR LIFT	1	DAY	\$ 425.50	\$ 425.50
40-FOOT SCISSOR LIFT MOBE & FEES	1	EA	\$ 246.62	\$ 246.62
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				14,063.95
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL(30-CY CONTAINERS)	360	CUBIC YARDS	\$ 3.50	\$ 1,260.00
CONSTRUCTION AND DEMOLITION DEBRIS TRANSPORTATION	12	LOADS	\$ 187.50	\$ 2,250.00
				\$ -
TOTAL T&D				\$ 3,510.00
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 62,513.95
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2+	\$ 1,250.28
TOTAL COST:				\$ 63,764.23
GRAND TOTAL W/O&P:				\$ 64,079.95

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-13-2024



SOV ITEM A2.1

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
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LABOR	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	8.0			1,074.48

DAILY EXPENSES	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	2	MAN DAY	\$ 210.00	\$ 420.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				420.00

EQUIPMENT/RENTALS	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0			\$ -
CAT 340 EXCAVATOR	8	HOURLY	\$ 268.52	\$ 2,148.15
CAT 336 EXCAVATOR	0			\$ -
CAT 950 LOADER	0			\$ -
SKIDSTEER (RENTAL UNIT)	0			\$ -
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZOR ATTACHMENT	0			\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				2,148.15

MATERIALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-

TRANSPORTATION & DISPOSALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL(30-CY CONTAINERS)	240	CUBIC YARDS	\$ 3.50	\$ 840.00
CONSTRUCTION AND DEMOLITION DEBRIS TRANSPORTATION	8	LOADS	\$ 187.50	\$ 1,500.00
				\$ -
TOTAL T&D				\$ 2,340.00

SUBCONTRACTORS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -

SUB-TOTAL DIRECT COSTS				\$ 5,982.63
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ADDITIONAL COSTS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 119.65
TOTAL COST:				\$ 6,102.28
GRAND TOTAL W/O&P:				\$ 6,396.63

CUSTOMER: CITY OF MOBILE

DATES : WE 08-30-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: CHEMICAL STAGING & INVENTORY

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	4.0			583.52
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	-
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	0		\$	-
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZOR ATTACHMENT	0		\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
TOTAL T&D				-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
TOTAL SUBCONTRACTORS				-
SUB-TOTAL DIRECT COSTS				\$ 583.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 11.67
TOTAL COST:				\$ 595.19
GRAND TOTAL W/O&P:				\$ 583.52

CUSTOMER: CITY OF MOBILE

DATES : WE 09-20-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: THEATER STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	8.0	REG HRS	\$ 100.29	\$ 802.32
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	44.0	REG HRS	\$ 134.31	\$ 5,909.64
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	12.0	REG HRS	\$ 145.88	\$ 1,750.56
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	80.0			10,226.20
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	11	MAN DAY	\$ 210.00	\$ 2,310.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				2,310.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	1.5	DAILY	\$ 2,888.89	\$ 4,333.33
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
MINI EXCAVATOR	1.5	DAYS	\$ 678.50	\$ 1,017.75
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				7,409.58
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 19,945.78
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 398.92
TOTAL COST:				\$ 20,344.70
GRAND TOTAL W/O&P:				\$ 20,292.28

CUSTOMER: CITY OF MOBILE

DATES : WE 09-25-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SOV ITEM A2.2



SABRE JOB NO.: 2024-05

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	8.0	REG HRS	\$ 100.29	\$ 802.32
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	16.0			1,876.80
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	2	MAN DAY	\$ 210.00	\$ 420.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				420.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAILY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	1	DAYS	\$ 678.50	\$ 678.50
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				1,426.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 3,722.80
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 74.46
TOTAL COST:				\$ 3,797.26
GRAND TOTAL W/O&P:				\$ 3,785.80

CUSTOMER: CITY OF MOBILE

DATES : WE 09-29-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SOV ITEM A2.2



SABRE JOB NO.: 2024-05

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	40.0	REG HRS	\$ 100.29	\$ 4,011.60
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	16.0	REG HRS	\$ 134.31	\$ 2,148.96
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	72.0			7,924.24
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	9	MAN DAY	\$ 210.00	\$ 1,890.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,890.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	DAILY	\$ 2,888.89	\$ -
CAT 340 EXCAVATOR	0			\$ -
CAT 336 EXCAVATOR	0			\$ -
CAT 950 LOADER	0			\$ -
SKIDSTEER (RENTAL UNIT)	2	DAYS	\$ 747.50	\$ 1,495.00
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZOR ATTACHMENT	0			\$ -
MINI EXCAVATOR	2	DAYS	\$ 678.50	\$ 1,357.00
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				2,852.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 12,666.24
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 253.32
TOTAL COST:				\$ 12,919.56
GRAND TOTAL W/O&P:				\$ 12,949.74

CUSTOMER: CITY OF MOBILE

DATES : WE 10-06-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	112.0	REG HRS	\$ 100.29	\$ 11,232.48
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	24.0	REG HRS	\$ 134.31	\$ 3,223.44
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	56.0	REG HRS	\$ 110.23	\$ 6,172.88
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	192.0			20,628.80
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	24	MAN DAY	\$ 210.00	\$ 5,040.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				5,040.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0			\$ -
CAT 340 EXCAVATOR	0			\$ -
CAT 336 EXCAVATOR	0			\$ -
CAT 950 LOADER	0			\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZOR ATTACHMENT	0			\$ -
MINI EXCAVATOR	0	DAYS	\$ 678.50	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT SCISSOR LIFT	1	WEEK	\$ 598.00	\$ 598.00
				\$ -
TOTAL EQUIPMENT/RENTALS				3,795.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	1	EA	\$ 584.22	\$ 584.22
GSC ACM OVERSIGHT	40	HOURS	\$ 100.00	\$ 4,000.00
TOTAL SUBCONTRACTORS				\$ 4,584.22
SUB-TOTAL DIRECT COSTS				\$ 34,048.02
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 680.96
TOTAL COST:				\$ 34,728.98
GRAND TOTAL W/O&P:				\$ 35,262.44

CUSTOMER: CITY OF MOBILE

DATES : WE 10-13-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	48.0	REG HRS	\$ 100.29	\$ 4,813.92
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	48.0			4,813.92
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	6	MAN DAY	\$ 210.00	\$ 1,260.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				1,260.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	0	DAYS	\$ 678.50	\$ -
40-FOOT SCISSOR LIFT	1	WEEK	\$ 598.00	\$ 598.00
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				2,656.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	1	EA	\$ 584.22	\$ 584.22
GSC ACM OVERSIGHT	40	HOURS	\$ 100.00	\$ 4,000.00
TOTAL SUBCONTRACTORS				\$ 4,584.22
SUB-TOTAL DIRECT COSTS				\$ 13,314.64
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 266.29
TOTAL COST:				\$ 13,580.93
GRAND TOTAL W/O&P:				\$ 13,962.06

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 9-29-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	7.0	PRORATE OT HRS	\$ 51.26	\$ 358.82
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	21.0	PRORATE OT HRS	\$ 67.70	\$ 1,421.70
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	7.0	PRORATE OT HRS	\$ 41.88	\$ 293.16
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	35.0			2,073.68
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	2,073.68
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 41.47
TOTAL COST:				\$ 2,115.15
GRAND TOTAL W/O&P:				\$ 2,119.30

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-06-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	10.0	PRORATE OT HRS	\$ 51.26	\$ 512.60
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	65.0	PRORATE OT HRS	\$ 67.70	\$ 4,400.50
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	20.0	PRORATE OT HRS	\$ 41.88	\$ 837.60
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	5.0	OT HRS	\$ 29.91	\$ 149.55
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	100.0			5,900.25
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,900.25
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 118.01
TOTAL COST:				\$ 6,018.26
GRAND TOTAL W/O&P:				\$ 6,030.06

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-13-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
	0.0	REG HRS	\$ 120.51	\$ -
SUPERVISOR (ON-SITE)	10.0	PRORATE OT HRS	\$ 32.04	\$ 320.40
	0.0	REG HRS	\$ 100.29	\$ -
LABORER (ON-SITE)	24.0	PRORATE OT HRS	\$ 51.26	\$ 1,230.24
	0.0	REG HRS	\$ 134.31	\$ -
OPERATOR (ON-SITE)	48.0	PRORATE OT HRS	\$ 67.70	\$ 3,249.60
	0.0	REG HRS	\$ 145.88	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	19.0	PRORATE OT HRS	\$ 41.88	\$ 795.72
	0.0	REG HRS	\$ 118.14	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	OT HRS	\$ 149.84	\$ -
	0.0	REG HRS	\$ 110.23	\$ -
FOREMAN	15.0	PRORATE OT HRS	\$ 29.91	\$ 448.65
	0.0	REG HRS	\$ 108.44	\$ -
BURNER/RIGGER (ON-SITE)	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	116.0			6,044.61
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	6,044.61
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 120.89
TOTAL COST:				\$ 6,165.50
GRAND TOTAL W/O&P:				\$ 6,177.59

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-20-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	16.0	PRORATE OT HRS	\$ 51.26	\$ 820.16
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	54.0	PRORATE OT HRS	\$ 67.70	\$ 3,655.80
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	24.0	PRORATE OT HRS	\$ 41.88	\$ 1,005.12
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	12.0	PRORATE OT HRS	\$ 29.91	\$ 358.92
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	106.0			5,840.00
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,840.00
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 116.80
TOTAL COST:			\$	5,956.80
GRAND TOTAL W/O&P:			\$	5,968.48

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-25-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	15.0	PRORATE OT HRS	\$ 51.26	\$ 768.90
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	63.0	PRORATE OT HRS	\$ 67.70	\$ 4,265.10
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	15.0	PRORATE OT HRS	\$ 41.88	\$ 628.20
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	2.0	PRORATE OT HRS	\$ 29.91	\$ 59.82
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	95.0			5,722.02
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 5,722.02
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 114.44
TOTAL COST:				\$ 5,836.46
GRAND TOTAL W/O&P:				\$ 5,847.90

CUSTOMER: CIT OF MOBILE

DATE : 9-10-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: SURCHARGE GRADING EFFORT

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.4

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	176.0	REG HRS	\$ 134.31	\$ 23,638.56
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	100.0	REG HRS	\$ 145.88	\$ 14,588.00
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	276.0			38,226.56
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	34.5	MAN DAY	\$ 210.00	\$ 7,245.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				7,245.00
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 336 EXCAVATOR	0	0		\$ -
CAT 950 LOADER	1	1	\$ 8,000.00	\$ 8,000.00
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZOR ATTACHMENT	0	0		\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				8,000.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
LOADER FUEL	880	Gal	\$ 3.95	\$ 3,476.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				3,476.00
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HUGHES COMPANIES, INC. (IMPORT TRANS. & PLACEMENT)	1	LS	\$ 654,300	\$ 654,300.00
TOTAL SUBCONTRACTORS				\$ 654,300.00
SUB-TOTAL DIRECT COSTS				\$ 711,247.56
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 14,224.95
TOTAL COST:				\$ 725,472.51
GRAND TOTAL 3RD PARTY MATERIAL W/O&P:				\$ 811,000.71
CREDIT FOR USE OF CITY STOCKPILE:				\$ (57,000.00)
GRAND TOTAL CITY STOCKPILE:				\$ 754,000.71

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038

DATE OF REQUEST: 11/14/2024

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Sabre Demolition Corporation

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Select option. \$ _____ from Capital Project#/Title:

C0976 - Civic Center New Const & Demo

to contract# 5055.

Total amount of Change Order: \$ 1,999,412.30

Current contract amount: \$ 4,367,000.00

Revised contract amount: \$ 4,367,000.00

Comments: _____ Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This change order will not require an increase in the Contract value. This Change Order #1 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days. The attached Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

Rhonda Lewis

Employee signature

Carleen Stolt Clark
Approval signature



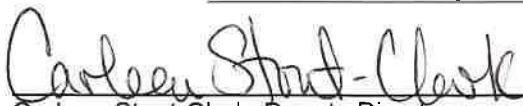
JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: 5055
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Number One (1) to contract with SABRE DEMOLITION CORPORATION dated **July 30, 2024**, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Letter and change order/PCOs.
- ☐ 6. Other:

REMARKS: Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This Change order will not require an increase in the Contract value. This Change Order #1 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days. The attached Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.


Carleen Stout-Clark, Deputy Director
Real Estate Asset Management


Nick Amberger (Nov 21, 2024 07:04 CST)

11/21/2024

Nick Amberger, Executive Director, Engineering and Infrastructure



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-619923-45589.629BF

Issued: 10/24/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 106658

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mobile Police Dept 2460 Government St Mobile, AL 36606-1619 USA	Mobile Police Department - AL 2460 Government St Mobile AL 36606-1619 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie Phone: 2623521354 Email: bfondrie@axon.com Fax:	William Reed Phone: 251-487-2366 Email: william.reed@cityofmobile.org Fax:

Quote Summary

Program Length	52 Months
TOTAL COST	\$1,625,332.80
ESTIMATED TOTAL W/ TAX	\$1,625,332.80

Discount Summary

Average Savings Per Year	\$85,974.30
TOTAL SAVINGS	\$372,555.28

Payment Summary

Date	Subtotal	Tax	Total
May 2025	\$406,333.20	\$0.00	\$406,333.20
May 2026	\$406,333.20	\$0.00	\$406,333.20
May 2027	\$406,333.20	\$0.00	\$406,333.20
May 2028	\$406,333.20	\$0.00	\$406,333.20
Total	\$1,625,332.80	\$0.00	\$1,625,332.80

Quote Unbundled Price:	\$1,997,888.08
Quote List Price:	\$1,748,624.52
Quote Subtotal:	\$1,625,332.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	8		\$47.09	\$0.00	\$0.00	\$0.00	\$0.00
M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	52	\$30,154.34	\$27,081.61	\$25,000.00	\$1,300,000.00	\$0.00	\$1,300,000.00
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	52	\$145.93	\$102.91	\$102.92	\$214,073.60	\$0.00	\$214,073.60
A la Carte Software									
73638	AXON STANDARDS - LICENSE	40	52		\$10.70	\$10.70	\$22,256.00	\$0.00	\$22,256.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	52		\$42.79	\$42.79	\$89,003.20	\$0.00	\$89,003.20
Total							\$1,625,332.80	\$0.00	\$1,625,332.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - FUSUS ENTERPRISE PLUS	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	60	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101389	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE	4	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101390	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE	4	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	10	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101409	AXON RESPOND - FUSUSCORE - LISTEN	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	40	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	40	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	800	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	40	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100748	AXON VR - CONTROLLER - TASER 10	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101294	AXON VR - TABLET	2	1	01/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	40	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE PLUS	101359	AXON RESPOND - FUSUSONE - ENTERPRISE PLUS LEVEL SAAS	1	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101180	AXON TASER - DATA SCIENCE PROGRAM	40	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	40	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	40	02/01/2025	05/31/2029
A la Carte	73638	AXON STANDARDS - LICENSE	40	02/01/2025	05/31/2029
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	02/01/2025	05/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS ENTERPRISE PLUS	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	3
BUNDLE - TASER 10 CERTIFICATION WITH VR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	40
BUNDLE - TASER 10 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	60	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	10	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	05/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	40	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	40	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	05/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2460 Government St	Mobile	AL	36606-1619	USA
2	2460 Government St	Mobile	AL	36606-1619	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 2	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 2	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 2	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 3	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 3	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 3	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 4	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 4	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 4	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 5	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 5	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 5	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

The quote will adhere to presiding terms and conditions based on Master Contract 00109324 (contract originating with quote Q-554414).

Signature

Date Signed

10/24/2024





Addendum 1 to Agreement with Axon Enterprise, Inc.

THIS ADDENDUM No. 1 to the existing Agreement with Axon Enterprise (Resolution 21-398) with governing terms based on Sourcewell #101223-AXN ("Addendum") is entered into on this ____ day of _____, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Axon Enterprise, Inc. ("Axon").

RECITALS

A. Axon and the City entered into a Master Services and Purchasing Agreement on or about May 7, 2024 under (Resolution 21-398), (collectively, the 'Agreement'), all terms and conditions of said Agreement are incorporated as if fully set forth herein.

B. Paragraph 2 of the Agreement sets the term of the Agreement at five (5) years. City and Service Provider desire to co-term the said Agreement to cover the purchase of the added equipment and services listed in this Addendum No. 1 to the Agreement under Exhibit A.

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

1. The Agreement is amended by the attached Addendum and incorporated fully as if set forth herein.
2. The not to exceed amount is updated to \$10,301,899.60 and the additional equipment, services and yearly payments under Exhibit A are likewise incorporated fully as if set forth herein.

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.

Axon Enterprises, Inc.

_____, Its _____ (title)
On behalf of Axon Enterprises Inc.

_____ Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____, a notary public in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of Axon Enterprises, Inc., is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

CITY

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

FUSUS APPENDIX

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

Product Limits. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

[Placeholder for Quote – to be added in prior to signature]

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 an agreement by and between the City of Mobile and Axon Enterprises, Inc., to amend the existing agreement based on Resolution 21-398 with governing terms based on the Sourcewell #101223-AXN contract as outlined in the contract addendum attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Purpose and Scope of Project:

Authorize SC-017-25 with Butler Complete Services LLC for Service Contract-Variou City of Mobile Facilities-Landscaping Services; \$47,514 per year; sponsored by Mayor Stimpson (submitted by Cassie Boatwright, REAM).

Amount of Contract:

\$142,540.00 total contract sum

Funding Source

61206120-42150

ATTACHMENTS:

1. SC-017-25 CivicPlus Routing

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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

Name of Company: BUTLER COMPLETE SERVICES LLC

Project Name: SERVICE CONTRACT – LANDSCAPING SERVICES –
VARIOUS CITY OF MOBILE FACILITIES

Project Number: SC-017-25

Amount: NTE \$142,540.00 TOTAL CONTRACT SUM

Adopted:

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 2024, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: BUTLER COMPLETE SERVICES LLC
2808 GASLIGHT LANE EAST
MOBILE, ALABAMA 36695
(251) 591-7278

City of Mobile Business License No.: 118803

City of Mobile Vendor No.: 297507

State of Alabama Entity ID No.: 000-872-343

for the following **PROJECT**:

PROJECT NAME: SERVICE CONTRACT – VARIOUS CITY OF MOBILE
FACILITIES – LANDSCAPING SERVICES

PROJECT NO.: SC-017-25

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed with the option, at the City's sole discretion, to renew for two additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed \$142,540.00 (One Hundred Forty-Two Thousand, Five Hundred Forty and 00/100 Dollars).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows: As specified in Scope of Work.

Facility	Year 1	Year 2	Year 3	Total
Mobile Museum of Art				
Turf Maintenance	\$16,200.00	\$16,200.00	\$16,200.00	\$48,600.00
Shrub Bed Maintenance	\$3,600.00	\$3,600.00	\$3,600.00	\$10,800.00
Pine Straw Mulch	\$2,950.00	\$2,950.00	\$2,950.00	\$8,850.00
Tree Maintenance	\$2,800.00	\$2,800.00	\$2,800.00	\$8,400.00
Landscape Health Maintenance	\$700.00	\$700.00	\$700.00	\$2,100.00
Total	\$26,250.00	\$26,250.00	\$26,250.00	\$78,750.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Fire Station #18				
Turf Maintenance	\$5,800.00	\$5,800.00	\$5,800.00	\$17,400.00
Shrub Bed Maintenance	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
Pine Straw Mulch	\$925.00	\$925.00	\$925.00	\$2,775.00
Tree Maintenance	\$350.00	\$350.00	\$350.00	\$1,050.00
Landscape Health Maintenance	\$475.00	\$475.00	\$475.00	\$1,425.00
Total	\$9,830.00	\$9,830.00	\$9,830.00	\$29,490.00
Facility	Year 1	Year 2	Year 3	Total
Crichton Fire Station #12				
Turf Maintenance	\$5,200.00	\$5,200.00	\$5,200.00	\$15,600.00
Shrub Bed Maintenance	\$1,900.00	\$1,900.00	\$1,900.00	\$5,700.00

Pine Straw Mulch	\$650.00	\$650.00	\$650.00	\$1,950.00
Tree Maintenance	\$300.00	\$300.00	\$300.00	\$900.00
Landscape Health Maintenance	\$400.00	\$400.00	\$400.00	\$1,200.00
Total	\$8,450.00	\$8,450.00	\$8,450.00	\$25,350.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Traffic Circle				
Turf Maintenance	N/A	N/A	N/A	N/A
Shrub Bed Maintenance	\$500.00	\$500.00	\$500.00	\$1,500.00
Pine Straw Mulch	\$750.00	\$750.00	\$750.00	\$2,250.00
Seasonal Plants	\$900.00	\$900.00	\$900.00	\$2,700.00
Landscape Health Maintenance	\$500.00	\$500.00	\$500.00	\$1,500.00
Tree Maintenance	N/A	N/A	N/A	N/A
Total	\$2,650.00	\$2,650.00	\$2,650.00	\$7,950.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total Year 1, Year 2, & Year 3):

One Hundred Thirty-Six Thousand Five Hundred Forty & 00/100 Dollars (\$136,540.00)
(Amount in Words) (Amount in #'s)

UNIT PRICING -VARIOUS LOCATIONS: The City of Mobile may also request additional services at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year bids above. The following rates shall apply:

Year 1:

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50
Additional Turf Fertilizations, per request: \$ 400.00
Additional Pre-Emergent Herbicide, per request: \$ 300.00
Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: Rate \$ 45.00 per hour.
 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

Year 2:

- Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50
 Additional Turf Fertilizations, per request: \$ 400.00
 Additional Pre-Emergent Herbicide, per request: \$ 300.00
 Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: Rate \$ 45.00 per hour.
 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

Year 3:

- Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50
 Additional Turf Fertilizations, per request: \$ 400.00
 Additional Pre-Emergent Herbicide, per request: \$ 300.00
 Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: Rate \$ 45.00 per hour.
 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Parts/Material: for furnishing equipment, parts or other materials:
 Service Contractor's Direct Cost* plus Fifteen percent (15%).

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. Original invoices shall be delivered to the Building Service's Project Manager for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the 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. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. This Instrument (Agreement)
- 2. Scope of Work
- 3. Bid Form
- 4. E-Verify Documentation
- 5. Secretary of State Entity ID Documentation
- 6. Certificate of Liability Insurance with Endorsements
- 7. General Conditions, dated October 9, 2024
- 8. Addendum #1, dated October 16, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service 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 contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-Discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 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.

8.10 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 affect 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.

8.11 Public contracts with entities engaging in certain boycott activities: **By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Remainder of page intentionally left blank

ARTICLE 9. Signature:

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

OWNER: City of Mobile

William C. Stimpson, Mayor

Printed Name and Title

SERVICE CONTRACTOR:

Butler Complete Services LLC

James Butler, Owner

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

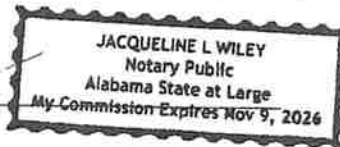
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared James Butler as owner of Butler Complete Services, 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 owner.
Sworn to and subscribed for me this 7th day of November, 2024.

NOTARY PUBLIC
My Commission Expires:

**My Commission Expires
November 9, 2026**



END OF SECTION

EXHIBIT 1
SCOPE OF WORK
SC-017-25 LANDSCAPING SERVICES

BASIC SERVICES:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for landscape services at locations listed under Exhibit 2 - Locations, in accordance with the terms of this Contract.

Coordination:

Coordinate all work with Building Services staff and on-site facility staff. Give adequate advance notice of service.

- Work shall be scheduled and the Service Contractor shall work around areas in use or events scheduled by the City of Mobile Staff at these facilities so as to reduce disturbances and interruptions.
- Within Seven (7) calendar days from written Notice to Proceed, Service Contractor shall submit a proposed schedule for regular service to buildingservices@cityofmobile.org for approval.
- Landscaping Maintenance services shall typically be scheduled for the same day each week, where practicable.

Job Conditions:

- All services shall be performed during regular business hours, 7:00am to 5:00pm, Monday through Friday. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- In the event of weather delays or other circumstances beyond control of Service Contractor, every effort will be made to re-schedule any missed Landscaping Maintenance services as soon as possible after the delay. In no event shall the Service Contractor provide less than the total number of scheduled services each year.

Landscaping Maintenance:

Landscaping Maintenance shall be performed in accordance with the following:

1. Turf Maintenance:

- A.) Mowing – Prior to each mowing, all trash and debris shall be removed from turf, shrub/flower beds and paved areas. Service shall include mowing of all grass areas designated in Paragraph 8, trimming around all obstacles, mulching or bagging excessive grass clippings and removing all debris from sidewalks, curbs, and parking areas.
- B.) Power Edging – Edging of all sidewalks, curbs, slabs, and other paved areas shall be performed during each mowing with a steel blade edger. Edging with string trimmers or herbicides will not be allowed. Debris created from power edging will be removed and areas swept or blown clean.
- C.) Extreme caution shall be taken when mowing, trimming or edging around sculptures or sculpture bases or other areas where damage to buildings, equipment, or vehicles may occur.

D.) Turf Maintenance (Mowing and Power Edging) shall be performed weekly from March through August and Three (3) times in September for a total of Twenty-Eight (28) site visits, and twice monthly from October through February (Twelve (12) site visits).

2. Shrub Bed Maintenance and Weed Control:

A.) Shrub Bed Edging – All shrub beds shall be edged using a string trimmer.

B.) Weed Control – All shrub beds shall be weeded as required. Pre- & Post-Emergent applications shall be made as needed. All asphalt/concrete parking and drives and sidewalks around building shall be kept weed free.

C.) Pruning – All shrubs and ground covers shall be pruned, when appropriate, to remove dead, diseased or damaged branches, to develop the natural form of the plant or to create and maintain the effect intended in the landscape.

D.) Mulch – In March of each year, all shrub beds shall receive a fresh application of pine straw mulch consistent with prior applications. If additional applications of mulch are required by Owner, the work shall be billed and paid in accordance with the Unit Prices as listed in the Agreement.

E.) Shrub Bed Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through August and Three (3) times in September for a total of Twenty-Eight (28) site visits, and twice monthly from October through February (Ten (10) site visits).

3. Tree Maintenance:

A.) Tree/Tree Ring Edging – All Trees/Tree Rings shall be edged using a string trimmer. Care shall be taken to avoid excessive damage to tree bark.

B.) Weed Control – All tree rings shall be weeded monthly. Post-emergent applications shall be made, where needed.

C.) Mulch – All tree rings will be mulched twice yearly (in March and September) with fresh application of pine straw.

D.) Pruning – All trees shall be pruned as necessary of all diseased or damaged branches and to develop the natural form of the plant or to create and maintain the effect intended in the landscape. Limbs or branches touching the facility shall be pruned appropriately to eliminate contact and allow sufficient clearance. Low hanging limbs shall be pruned to create a canopy 6 feet from ground. Pruning will be limited to cuts that can safely be reached from the ground using conventional hand pruning equipment. Maximum pruning height is twelve feet. Maintain natural form of species.

E.) Palm Pruning – All palm trees shall be pruned. Any palm fronds, blooms, fruit and hanging fronds shall be pruned away from parking and light bollards as appropriate for visibility. Brown and declining fronds, blooms, fruit and hanging fronds shall be pruned and disposed of off-site.

F.) Tree Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through August and Three (3) times in September for a total of Twenty-Eight (28) site visits, and twice monthly from October through February (Ten (10) site visits).

4. Mulch:

- A.) All mulch shall be applied at a thickness of approximately 3 inches. Mulch will be fresh and free of foreign materials, weeds, insects, and shall be applied only after existing mulch has been removed and discarded.
- B.) Service Contractor shall include a sufficient number of bales of pine straw per year in Base Bid to satisfy the requirements outlined in Scope of Work. Additional mulch, if required by Owner, will be billed and paid in accordance with the Unit Prices as listed in the Agreement.
- C.) Mulch installations will be scheduled in accordance with the schedule listed in Paragraphs 2 and 3 above.

5. Plant Health Maintenance:

- A.) Turf Fertilization – Two (2) applications per year shall be required; a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet in the spring, and a high potassium fertilizer, 1 lb of potassium per 1,000 square ft. in the fall.
- B.) Shrub Fertilization – One (1) application per year of a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet shall be required.
- C.) Turf Weed Control – Two (2) applications per year shall be required; one spring and one fall pre-emergent weed control.
- D.) Turf Pest Control – One (1) application of Top Choice fire ant treatment per year, in accordance with product label.
- E.) Shrub Pest Control – Two (2) horticultural oil applications per year in November and February.
- F.) All pesticide and herbicide applications shall be made under the supervision of a state licensed commercial applicator, and in strict compliance with all applicable Federal Laws, Alabama Department of Agriculture, and Industry standards and local ordinances. Place appropriate warning signage, post application when applicable, per product label.

6. Irrigation:

- A.) Service Contractor will be responsible for coordinating irrigation schedule to provide optimal health of all plant material and to insure responsible use of water resources. Over-watering or under-watering of plants may result in charge backs to the contractor if plants decline or need replacement.
- B.) Service Contractor will prepare an irrigation zone list and irrigation schedule that will be posted in irrigation controller and adjusted seasonally as needed. List and schedule to be posted within 30 days of written Notice to Proceed.
- C.) Service Contractor shall be responsible for all repairs or replacement of irrigation system components in kind damaged by work associated with landscape maintenance under this contract.

7. Disposal of Landscape Debris:

- A.) All landscape debris, including but not limited to, grass clippings, limbs, leaves, mulch, and flowers as well as all trash collected as part of landscaping maintenance or as a result of landscaping maintenance activities shall be removed and disposed of off-site by the Service Contractor.
- B.) Service Contractor shall leave all parking areas/drives, sidewalks, and

streets clean and free from landscape debris or trash.

C.) In no case will the Service Contractor be allowed to blow and leave any landscape debris in storm sewer drain inlets, lake, or ditch.

8. Areas to be Maintained – Service Contractor shall provide Landscaping Maintenance services within the approximate boundaries described below:

A.) Mobile Museum of Art:

- North boundary – approximately five (5) feet north of the concrete walk (at termination of turf), along the lake.
- South boundary – Museum Drive.
- West boundary – edge of concrete ditch (at termination of turf) running from Museum Drive to lake.
- East boundary – line originating at Museum Drive, approximately sixty (60) feet east of easternmost vehicular entrance to Museum, and meandering north and west, fifty (50) feet from east parking lot until intersecting with north boundary, approximately five (5) feet north of the concrete walk (at termination of turf), along the lake.

B.) Springhill Fire Station 18:

- North boundary – Fence line with old National Guard Fort Hardeman Armory property.
- South boundary – Intersection of Museum Drive and McGregor Avenue.
- East boundary – Intersection of Museum Drive and McGregor Avenue, traveling north along McGregor Avenue to the fence line with old National Guard Fort Hardeman Armory property.
- West boundary – Intersection of Museum Drive and McGregor Avenue, traveling north along Museum Drive, to an area approximately in the line-of-site with the fence line with old National Guard Fort Hardeman Armory property.

C.) Crichton Fire Station 12:

- North boundary – From Davenport Avenue in line-of-sight with the north fence line, extending to the east fence line intersection.
- South boundary – Haas Avenue.
- East boundary – East fence line, parallel to McLean Avenue, east of the retention pond, extending line of sight to Haas Avenue.
- West boundary – From Davenport Avenue. in line-of-sight with the north fence line, extending along Davenport Avenue to the intersection with Haas Ave.

D.) Springhill Traffic Circle:

All areas within the traffic circle at the intersection of Museum Drive and McGregor Avenue.

EXHIBIT 2
SCOPE OF WORK – LOCATIONS

Locations:

Mobile Museum of Art (MMOA)
4850 Museum Drive
Mobile, Alabama 36608



Springhill Fire Station 18
700 Museum Drive
Mobile, Alabama 36608



Crichton Fire Station 12
200 Davenport Avenue
Mobile, Alabama 36607



Springhill Traffic Circle
Intersection of Museum Drive and
North McGregor Avenue
Mobile, Alabama 36608



EXHIBIT 3
SCOPE OF WORK – SCHEDULE

Month	Frequency
January	2 times per month
February	2 times per month
March	4 times per month
April	4 times per month
May	4 times per month
June	4 times per month
July	4 times per month
August	4 times per month
September	3 times per month
October	2 times per month
November	2 times per month
December	2 times per month
Total Visits:	37 times per year

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
BUILDING SERVICES DEPARTMENT
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602

PROJECT NAME: SERVICE CONTRACT –VARIOUS CITY OF MOBILE
FACILITIES LANDSCAPING SERVICES

PROJECT NO.: SC-017-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Service Department and dated June 19, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: BUTLER COMPLETE SERVICES LLC

ADDRESS: 2808 GASLIGHT LN EAST, MOBILE AL 36695 **PHONE:** 251-591-7278

CITY OF MOBILE BUSINESS LICENSE NUMBER: 118803

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 872-343

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ (A Corporation)
☐ (A Partnership)
☒ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. BASE BID – LANDSCAPING SERVICES - As specified in Scope of Work outlined below:

Facility	Year 1	Year 2	Year 3	Total
Mobile Museum of Art				
Turf Maintenance	\$ 16,200. ⁰⁰	\$ 16,200. ⁰⁰	\$ 16,200. ⁰⁰	\$ 48,500. ⁰⁰
Shrub Bed Maintenance	\$ 3,600. ⁰⁰	\$ 3,600. ⁰⁰	\$ 3,600. ⁰⁰	\$ 10,800. ⁰⁰
Pine Straw Mulch	\$ 2,950. ⁰⁰	\$ 2,950. ⁰⁰	\$ 2,950. ⁰⁰	\$ 8,850. ⁰⁰
Tree Maintenance	\$ 2,800. ⁰⁰	\$ 2,800. ⁰⁰	\$ 2,800. ⁰⁰	\$ 8,400. ⁰⁰
Landscape Health Maintenance	\$ 700. ⁰⁰	\$ 700. ⁰⁰	\$ 700. ⁰⁰	\$ 2,100. ⁰⁰
Total	\$ 26,250.⁰⁰	\$ 26,250.⁰⁰	\$ 26,250.⁰⁰	\$ 78,750.⁰⁰
Facility	Year 1	Year 2	Year 3	Total
Springhill Fire Sta. 18				
Turf Maintenance	\$ 5,800. ⁰⁰	\$ 5,800. ⁰⁰	\$ 5,800. ⁰⁰	\$ 17,400. ⁰⁰
Shrub Bed Maintenance	\$ 2,280. ⁰⁰	\$ 2,280. ⁰⁰	\$ 2,280. ⁰⁰	\$ 6,840. ⁰⁰
Pine Straw Mulch	\$ 925. ⁰⁰	\$ 925. ⁰⁰	\$ 925. ⁰⁰	\$ 2,775. ⁰⁰
Tree Maintenance	\$ 350. ⁰⁰	\$ 350. ⁰⁰	\$ 350. ⁰⁰	\$ 1,050. ⁰⁰
Landscape Health Maintenance	\$ 475. ⁰⁰	\$ 475. ⁰⁰	\$ 475. ⁰⁰	\$ 1,425. ⁰⁰
Total	\$ 9,830.⁰⁰	\$ 9,830.⁰⁰	\$ 9,830.⁰⁰	\$ 29,490.⁰⁰
Facility	Year 1	Year 2	Year 3	Total
Orichton Fire Sta. 12				
Turf Maintenance	\$ 5,200. ⁰⁰	\$ 5,200. ⁰⁰	\$ 5,200. ⁰⁰	\$ 15,600. ⁰⁰
Shrub Bed Maintenance	\$ 1,900. ⁰⁰	\$ 1,900. ⁰⁰	\$ 1,900. ⁰⁰	\$ 5,700. ⁰⁰
Pine Straw Mulch	\$ 650. ⁰⁰	\$ 650. ⁰⁰	\$ 650. ⁰⁰	\$ 1,950. ⁰⁰
Tree Maintenance	\$ 300. ⁰⁰	\$ 300. ⁰⁰	\$ 300. ⁰⁰	\$ 900. ⁰⁰
Landscape	\$ 400. ⁰⁰	\$ 400. ⁰⁰	\$ 400. ⁰⁰	\$ 1,200. ⁰⁰

Health Maintenance				
Total	\$ 8450. ⁰⁰	\$ 8,450. ⁰⁰	\$ 8,450. ⁰⁰	\$ 25,350. ⁰⁰
Facility	Year 1	Year 2	Year 3	Total
Springhill Traffic Circle				
Turf Maintenance	N/A	N/A	N/A	N/A
Shrub Bed Maintenance	\$ 500. ⁰⁰	\$ 500. ⁰⁰	\$ 500. ⁰⁰	\$ 1500. ⁰⁰
Pine Straw Mulch	\$ 750. ⁰⁰	\$ 750. ⁰⁰	\$ 750. ⁰⁰	\$ 2,250. ⁰⁰
Seasonal Plants	\$ 900. ⁰⁰	\$ 900. ⁰⁰	\$ 900. ⁰⁰	\$ 2,700. ⁰⁰
Landscape Health Maintenance	\$ 500. ⁰⁰	\$ 500. ⁰⁰	\$ 500. ⁰⁰	\$ 1500. ⁰⁰
Total	\$ 2,650. ⁰⁰	\$ 2,650. ⁰⁰	\$ 2,650. ⁰⁰	\$ 7,950. ⁰⁰

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total Year 1, Year 2, & Year 3):

ONE HUNDRED THIRTY SIX THOUSAND & 00/100 Dollars (\$ 136,540.⁰⁰)
(Amount in Words) Five Hundred Forty (Amount in #'s)

UNIT PRICING -VARIOUS LOCATIONS: The City of Mobile may also request additional services at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year bids above. The following rates shall apply:

Year 1.

Additional Pine Straw Mulch, 1 Bale, Installed, per request:

\$ 18.50 .00

Additional Turf Fertilizations, per request:

\$ 400.00 .00

Additional Pre-Emergent Herbicide, per request:

\$ 500.00 .00

Additional Turf Pesticide, per request:

\$ 275.00 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time:

Rate \$ 45.⁰⁰ per hour.

(7a.m. to 5p.m., Monday-Friday)

B. Overtime:

Rate \$ 60.⁰⁰ per hour.

(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime:

Rate \$ 60.⁰⁰ per hour.

(City Approved Holidays)

Year 2.

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50 .00
 Additional Turf Fertilizations, per request: \$ 400.00 .00
 Additional Pre-Emergent Herbicide, per request: \$ 300.00 .00
 Additional Turf Pesticide, per request: \$ 275.00 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time: Rate \$ 45.00 per hour.
 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

Year 3.

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50 .00
 Additional Turf Fertilizations, per request: \$ 400.00 .00
 Additional Pre-Emergent Herbicide, per request: \$ 300.00 .00
 Additional Turf Pesticide, per request: \$ 275.00 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time: Rate \$ 45.00 per hour.
 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus **Fifteen (15%)**

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

2. BID INCLUDES:

Addendum Number 1, Dated 10/16/24
 Addendum Number _____, Dated _____
 Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1: CITY OF MOBILE
Company Name: _____
Company Address: 205 GOVERNMENT ST 4TH FLOOR
Telephone: 251-208-7434 Email: johnsond@cityofmobile.org
Type of Work: Right of way mowing, lawn maintenance
Date(s): 10 years

B. Reference #2: Mobile County Commssions
Company Name: _____
Company Address: P.O BOX 1443 MOBILE, AL 36633
Telephone: 251-574-6456 Email: jim.stokley@mobilecountyal.gov
Type of Work: Lawn Maintenance various locations, Tree work, irrigation
Date(s): 5 Years

C. Reference #3: Regal Motorcoach
Company Name: _____
Company Address: 3520 Government St Mobile, Al 36693
Telephone: 251-665-0554 Email: mike@southernbuildingstructure.com
Type of Work: Landscape, Lawn Maintenance, Tree work, Irrigation
Date(s): 6 Years

6. Questions to be answered by all vendors (regardless of whether intending to claim a Local Preference):

1. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility.
Equipment warehouse- 4405 Halls Mill Rd, Mobile, AL 36693
2. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

3. Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories. _____

Remainder of page intentionally left blank

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

BUTLER COMPLETE SERVICES LLC

BY:

(Typed)

(Signature of Company Officer)

COMPANY OFFICER:

JAMES BUTLER

(Typed)

OWNER

TITLE

(Typed)

DATE

October 23, 2024

Sworn to and subscribed before me this October 23 day of 2024



Commission Expires: 05/21/2028

Notary Public



END OF SECTION



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-017-25 Current Date 10.00 / 4.00 / 2024.00

Project Description Service Contract- Various COM Facilities- Landscape Services

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Requested By (Department Director)

Chad Holm

Digitally signed by Chad Holm
Date: 2024.10.04 13:48:28 -0500

Building Services Project Manager

10/4/2024

(Signature)

(Title)

(Date)

251-208-7519

chad.holm@cityofmobile.org

Telephone Number

Email Address

Reviewed By (Office of Supplier Diversity)

[Signature] Supplier Diversity Mgr.

(Signature)

(Title)

10/14/2024

(Date)

Approved By (CAO)



Alabama Secretary of State



Butler Complete Services LLC	
Entity ID Number	000 - 872 - 343
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	07/11/2021
Registered Agent Name	Butler, James D
Registered Office Street Address	2808 Gaslight In East Al, AL 36695
Registered Office Mailing Address	2808 Gaslight In East al, AL 36695
Nature of Business	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<u>2022</u>
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/11/2021 Certificate of Formation 3 pgs.

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

Company ID Number: 1722021

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1722021

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2024

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 Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527		CONTACT NAME: Garry Bulman PHONE (A/C, No, Ext): (251) 725-9172 FAX (A/C, No): (251) 725-9173 E-MAIL ADDRESS: garry@southernshieldinsurance.com	
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695		INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20699	

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	Y	D97155161	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000						
	MED EXP (Any one person) \$ 5000						
	PERSONAL & ADV INJURY \$ 1000000						
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	2007285786	01/08/2024	01/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y		D97155185	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 2000000
	AGGREGATE \$ 2000000						
	\$						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

The City of Mobile is included as an Additional Insured in respect to the General Liability, Automobile Liability and Umbrella Liability. All policies, except

Workers Compensation shall be Primary and Non Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waive of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability.

30

days Notice of Cancellation, non renewal or material change shall apply (except 10 days)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Architectural Engineering Department 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
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Southern Shield Group, Inc.		NAMED INSURED BUTLER COMPLETE SERVICES, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Name:

Landscapeservices@variouscityfacilities SC-017-25

GENERAL CONDITIONS SC-017-25 – LANDSCAPING SERVICES

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. **CHANGES IN THE WORK:**

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. **SCHEDULE:**

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- B. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. **SAFETY:**

- A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such

operations be by the Service Contractor 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 any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.
- 2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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
 - c) Or Bodily Injury \$1,000,000 combined single limit and
 Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.

- e) Personal Injury Liability, with employee's exclusions removed.
 - f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
 - g) Care, custody, and control for property in the care, custody and control of the Service Contractor.
- 3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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 |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |
- 4) Excess/Umbrella Liability:
a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

License at the time of Bidding.

- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor:
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES:

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Landscaping Services
Project #SC-017-25

Date: October 16, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated October 9, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated October 16, 2024, and agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.
- Item 3. Question. *In the Bid From, Base Bid – Landscaping Services – UNIT PRICING – VARIOUS LOCATIONS, for Year 1, 2, and 3, what measurement units should be used to price Additional Pre-Emergent Herbicide and Additional Turf Pesticide applications upon request?"*

Answer. Unit pricing for these specific services should be priced on a per acre basis, with a minimum of .25 acres allowable for pricing.

END OF ADDENDUM NO. 1

**Service Contract – Landscaping Services –
Various City of Mobile Facilities
Project # SC-017-25
PRE-BID CONFERENCE
10:00am Wednesday, October 16, 2024
205 Government Street, Mobile, Alabama 36602**

AGENDA

- 1) Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

- A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM Operations Manager
Jacob Laurence, 251-422-3312; laurencej@cityofmobile.org

2) Discussion of Scope of Work:

- A. The scope of this project is to:
- 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of Landscaping Services for various City of Mobile facilities, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated October 9, 2024.
- B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
- C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
- D. Site access shall be limited to work days agreed upon in advance by the Buildings Services Project Manager, or authorized site representative and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
- E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
- F. Work hours shall typically be 7am to 5pm. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- G. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
- H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional one-year terms following the initial year.

3) Bidding instructions, forms, special requirements and time:

- A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org.
- B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
- C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.
- E. Receipt of Sealed Bids shall be Wednesday, October 23, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.

- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, General; Contractors License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn.

ATTENDANCE ROSTER

[illegible]



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with McCrory & Williams, Inc. for engineering services.

Amount of Contract:

\$113,805.00

Funding Source

G-TAPTA24

ATTACHMENTS:

1. 2024-3005-17 2024 TAP Downtown Mobile Sidewalk Improvements (McCrory & Williams, Inc.)

REVIEWERS:

Lana Gauthier

Lana Gauthier

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: 2024 TAP Downtown Mobile Sidewalk Improvements 2024-3005-17
GRANT PROJECT # G-TAPTA24

PROJECT DESCRIPTION Sidewalk Improvements

GRANT CONTRACT AMOUNT \$113,805.00

VENDOR NAME McCrary & Williams, Inc.

VENDOR NUMBER 132093

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

Construction **Consultant** Geo Tech Professional Services

Prepared by: Jessica White **Date** 11/22/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilman William Carroll

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

Name of Company: McCrory & Williams, Inc.

Project Name: 2024 TAP Downtown Sidewalk Improvements
COM Project# 2024-3005-17

Estimated Cost: \$113,805.00

Adopted:

City Clerk



**2024 TAP DOWNTOWN MOBILE SIDEWALK
IMPROVEMENTS**

**PROJECT NO. 2024-3005-17
TAPMB-TA24(945)**

ENGINEER:

McCRORY & WILLIAMS, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCRORY & WILLIAMS, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCRORY & WILLIAMS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Design Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS, City of Mobile Project No. 2024-3005-17. This is for engineering design of accessible sidewalks and handicap ramps in accordance with PROWAG. (See Exhibit A for approximate location). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents and advertisement and evaluation of bids as directed by the CITY ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, plans, drawings, specifications, cost estimates, all required permits, utility coordination, and other documents necessary for the advertisement of bids of the final PROJECT.
- c. All plans must be designed under the direct supervision of the ENGINEER. The ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

2. Preliminary Engineering

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.
- d. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
- e. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with all necessary design surveys, as needed, to obtain information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others can be used for design if all necessary information is available and shown. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT. The ENGINEER may supplement the GIS data with field verified data and survey data. All utilities shall be shown on the plans as well as approximate depth.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
 - c. Perform a topographic survey, as needed, along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
 - d. Establish elevation benchmarks, as needed, within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
 - e. Determine elevations, as needed, at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, if needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
 - f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.
4. Right of Way and Easement Survey Requirements
- a. Right of Way and Easement Surveys
 - (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.
 - b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
 - (1) Existing right of way, easements (temporary and permanent) and property lines.
 - (2) Edge of existing and proposed Channel.
 - (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
 - (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, drainage calculations, Design Construction Cost Estimate, all required permit documentation, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall submit a booklet of photos that clearly depict the PROJECT before construction. Work shall include concrete sidewalk demolition and construction, tree trimming/removal, asphalt milling and patching, striping, and signing. The ENGINEER shall take into consideration any known ponding areas that occur at ramp locations and shall remedy them where possible. The plans will show all existing features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the Design Phase to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT. The ENGINEER shall provide coordination with all State and Federal Agencies in conjunction with this project.

The CITY and ALDOT will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments, to determine Agreement compliance for approving fee requests, and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **30% Design Submittal** (approximately 30% completion) shall be made **Twelve (12) weeks** after the Notice to Proceed is received by ENGINEER. Plans will include details of field surveyed/GIS information such as trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and

any other pertinent information. Plans shall be provided to each utility at this time with the CITY copied on all correspondence. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, including contact information for each utility.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after 30% comments are received by ENGINEER. Plan layout sheets, typical sections, drainage sections, Traffic Control plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Plans shall again be provided to each utility at this time with the CITY copied on all correspondence. Show utilities on the plans, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.

Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the ENGINEER. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.

- (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost

estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

- (4) **100% Design Submittal** shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. A final review shall be made by the CITY ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
 - d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
 - e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
 - f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically

directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

6. PROJECT Closeout

- a. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$41,000.00 (Forty-One Thousand Dollars and Zero Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$7,805.00 (Seven Thousand Eight Hundred Five Dollars and Zero Cents).
 - e. Full payment cannot be paid to the ENGINEER until all close out documents have been received. See Exhibit E for requirements for close out

requirements. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$98,805.00 (Ninety-Eight Thousand Eight Hundred Five Dollars and Zero Cents).

- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$15,000.00 (Fifteen Thousand Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$113,805.00 (One Hundred Thirteen Thousand Eight Hundred Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to

ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

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

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned,

non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is ALDOT Transportation Alternatives Program (TAP) and CITY Capital Funding. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

McCRORY & WILLIAMS, INC.

By: Carah Vuncannon
Print: CARAH VUNCANNON
Its: President
Address: 3207 INTERNATIONAL Dr.
Suite G
MOBILE, AL 36606
Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, MARY JANE DONOGHUE, a Notary Public in and for said State and County, hereby
certify that CARAH VUNCANNON, whose name as President of
McCRORY & WILLIAMS, INC. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 15TH day of Nov., 2024.



Mary Jane Donoghue
NOTARY PUBLIC

My Commission Expires: 9-10-2028

EXHIBIT A: PROJECT LOCATION

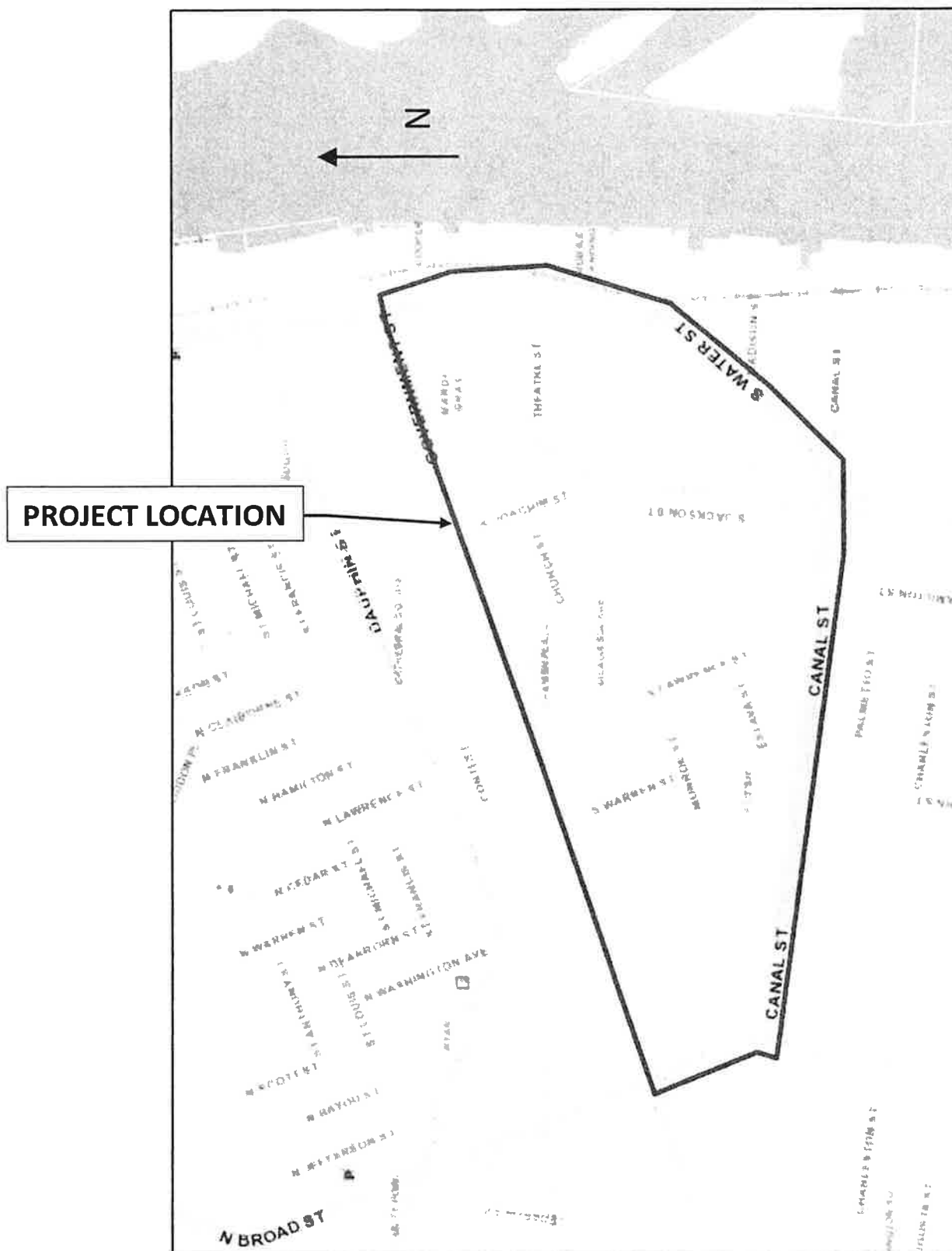


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS**, City of Mobile Project No. **2024-3005-17**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$960,000.00 [**Nine Hundred Sixty Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Design fees to be paid the ENGINEER shall not exceed \$113,805.00 [**One Hundred Thirteen Thousand Eight Hundred Five Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	
30% (Including Surveying).....	\$ 41,000.00
60%.....	\$ 25,000.00
90%.....	\$ 25,000.00
100%.....	\$ 7,805.00

Additional Services (If requested in writing by the City Engineer)..... \$ 15,000.00

Total Contract Amount including Additional Services **\$ 113,805.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Pictures of PROJECT site during design
- Correspondence affecting Construction
- Correspondence with all Utility Companies
- CADD files of drawings
- Pdf's of drawings
- All Word and Excel files associated with the project

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐					EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G: SUBCONTRACTING PLAN,
DBE UTILIZATION REPORT,
E-VERIFY AFFIDAVIT,
EVERIFY REGISTRATION DOCUMENTATION,
AND
SECRETARY OF STATE RECORD

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VANCEANON (affiant) who, being duly sworn says as follows:

President/CEO of McCRORY & WILLIAMS.

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 McCRORY & WILLIAMS 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.

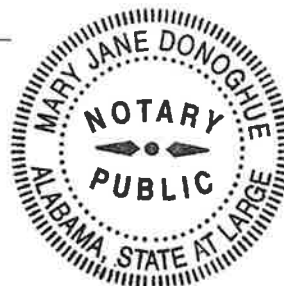
I further attest that said McCRORY & WILLIAMS is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vanceanon
CEO of McCRORY & WILLIAMS

Sworn to and subscribed before me this the 15th day of NOVEMBER, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue
Signature and Seal of Notary Public





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

Section I. Information about your company

FORM 1: Background and Plan

Company	McCrary & Williams Inc
Address	3207 International Drive Suite G Mobile, AL 36606
Telephone	251-476-4720
E-Mail	cvuncannon@mcwinc.com

RFP/RFQ Solicitation Number	2024-3005-17 TAPMB-TA24 (945)
Project Description	2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 21 Female 6 Minority 3 Non-minority 24 SDVO
Total # of Employees	27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON Date: 11/15/24
Signature: Carah Vuncannon
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: SANTA FINCH Title: DBE Coordinator
Email: s.finch@mcwinc.com Phone: 251-476-4720



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archieque.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Name McCrory & Williams Inc. Bid/Proposal Amount \$ 113,805.00

Please Print Company McCrory & W. Williams Inc. Your Bid/Proposal Amount \$ 113,825.00 Date: 11/14/2024

11/14/2024 Description 2024 TAPDOWN TOWN MOBILE SINKHOLE IMPROVEMENTS

Name of Bidder/Proposer: JOAN M. ESTES MCCORRY & W. WILLIAMS, INC

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

[illegible]



OFFICE OF THE COMPTROLLER
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

McCordy & Williams, Inc

Contact Person:

Sean McEstes

Phone: *251-476-4720* Email: *sestes@mcw-inc.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 PLANNING AND ECONOMIC DEVELOPMENT
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.

Return to Office of Supplier Diversity
Via email: archmiquelkidd@cityofmobile.org

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:

McKerry & Williams, LLC

Certified DBE: YES

NO

Contract Start Date:

DESCRIPTION: *2024-3005-17 TAPMB-TA 24 (945)*

2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS

Estimated Completion Date:

This report is for the month of:
(CHECK ONE):

JAN

FEB

MARCH

APR

MAY

JUNE

JULY

AUG

SEPT

OCT

NOV

DEC

FINAL

Original Contract Amount

Total Amount of Contract Changes
(change orders or amendments)

Final Contract Amount
(include contract changes)

Payments to Date from
City of Mobile

OFFICE USE ONLY
(Verification)

\$ *113,805.00*

\$

\$

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR

DBE DESCRIPTION OF WORK

DBE SUBCONTRACT AMOUNT

DBE PAYMENTS THIS
REPORT

PAYMENTS TO DATE

OFFICE USE ONLY
(Verification)

Norman Hill

consulting solutions, LLC

Construction Inspection

\$

\$

\$

\$

\$

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:

PARAH VINCANNON

SIGNATURE:

Parah Vincannon

President

(Title)

(Date)

11/15/24

DBE Utilization Report



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

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

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

PRODUCER	CONTACT NAME: Jackie Murk	
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):
2081 Columbiana Road	E-MAIL ADDRESS: jmurk@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Birmingham AL 35242	INSURER A: Beazley America Insurance Company, Inc.	16510
INSURED	INSURER B:	
McCrary & Williams, Inc.	INSURER C:	
3207 International Dr.	INSURER D:	
Suite G	INSURER E:	
Mobile AL 36606	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim \$2,000,000 Aggregate \$2,000,000

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

Project: 2024 TAP Downtown Mobile Sidewalk Improvements
Project No.: 2024-3005-17 TAPMB-TA24 (945)

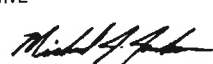
Waiver of Subrogation applies in favor of City of Mobile.

Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 180249 Mobile AL 36618-0249	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

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  Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527	CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174 E-MAIL ADDRESS: Lad@LadDragoInsurance.com
INSURED McCrory & Williams Inc 3207 International Drive Suite G Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: State Farm Fire and Casualty Company NAIC # 25143 INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL 593 3851-C10-01C 576 6063-D01-01E 599 0870-B21-01A	09/06/2024 03/10/2024 04/01/2024 08/21/2024	03/06/2025 03/10/2025 04/01/2025 02/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ ☒ PER STATUTE ☐ OTH-ER \$
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 N	N/A	93-B7-T512-6	08/08/2024	08/08/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Combined Single Limit 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	04/10/2024	04/10/2025	

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

Product Description: 2024 TAP Downtown Mobile Sidewalk Improvements

Project No.: 2024-3005-17 TAPMB-TA24 (945)

City of Mobile is included as an additional insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory, Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
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

Katie Mornment

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THE
ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE
STATE OF ALABAMA
GOVERNOR KAY IVEY



Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 27th day of August in the year of our Lord 2024.

A handwritten signature in black ink, appearing to read "Ken Boswell", is written over a horizontal line.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

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



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Annual Report Year	2024
Date Processed	04/16/2024
Reported Legal Name	MCCRORY & WILLIMAS, INC
Reported Address	3207 INTERNATIONALAK DRIVE, SUITE G MOBILE, AL 36606
Reported Mailing Address	3207 INTERNATIONALAK DRIVE, SUITE G MOBILE, AL 36606
Agent as Reported	WILLIMA E WILKERSON 2021 CATHEDRAL WAY MOBILE, AL 36616
Agent Mailing Address	2021 CATHEDRAL WAY MOBILE, AL 36616
President	CARAH B VUNCANNON 105 GOLMON CIRCLE DAPHNE, AL 36526
President Mailing Address	105 GOLMON CIRCLE DAPHNE, AL 36526
Secretary	MERLIN J MILLER 4155 DEER PARK BURBANK ROAD VINEGAR BEND, AL 36584
Secretary Mailing Address	4155 DEER PARK BURBANK ROAD VINEGAR BEND, AL 36584
Business Type	ENGINEERING/SURVEY SERVICES

Detail Page

New Search

Browse Results



Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **McCrory & Williams, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 521538

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 521538

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 521538

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 521538

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 521538

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 521538

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 **McCrory & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified
for: **2**

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

- ALABAMA 2 site(s)

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

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**

AN ORDINANCE AMENDING THE CITY OF MOBILE, ALABAMA, MUNICIPAL CODE TO ESTABLISH THE GENERAL FUND RESERVES, TO SPECIFY THE DESCRIPTION AND AMOUNT OF GENERAL FUND RESERVES TO BE HELD BY THE CITY, AND TO REGULATE THE USE AND ADMINISTRATION OF RESERVE FUNDS.

Sponsored by: William S. Stimpson

WHEREAS, pursuant to Title 11, Chapter 44C, Section 51 (11-44C-51) of the Code of Alabama the City of Mobile annually maintains an operating reserve fund in an amount equal to two (2) percent of the city's most recently adopted annual general fund budget; and

WHEREAS, City of Mobile Policy ACC-001-14, approved on August 28, 2014, and amended on October 10, 2019, provides, in part, that the city's reserve fund balance shall be funded and maintained at an amount equal to 16.66 percent of budgeted general fund revenues; and

WHEREAS, the City of Mobile, in accordance with Policy ACC-001-14 currently does maintain annually a reserve balance equal to 16.66 percent of the budgeted general fund revenues, including the two (2) percent "Zoghby-Marietta Act" required reserve funds; and

WHEREAS, the City of Mobile desires to strengthen its 16.66 percent total reserve fund balance administrative policy by amending the City of Mobile municipal code to formally establish this reserve fund by municipal ordinance; and

THEREFORE, BE IT ORDAINED BY THE CITY OF MOBILE, ALABAMA, CITY COUNCIL that Chapter 2, Article 1, Section 2-2, entitled "General Fund Reserves", is hereby created and shall read as follows:

SECTION I.

The General Fund Reserves are intended to maintain available adequate financial resources to address an unavoidable revenue shortfall, an emergency event, or to meet a requirement of financial indebtedness after all other resources and remedies available to satisfy the indebtedness have been exhausted.

An unavoidable revenue shortfall shall mean a projected reduction of five (5) percent or greater in budgeted general fund revenues for the current or subsequent fiscal year when compared to the previous or current fiscal year. An emergency event shall mean a natural disaster or man-made disaster endangering the safety and/or health of the general public within the city's police jurisdiction.

The General Fund Reserves shall be held, maintained, and recognized separately and apart from any unassigned fund balance or other undesignated fund balance and shall be maintained in an amount equal to 16.66 percent of the budgeted general fund revenues of the most recently adopted annual general fund budget. The General Fund Reserves shall include the two (2) percent reserve balance as required by Section 11-44C-51 of the Code of Alabama.

The General Fund Reserves balance shall at no time fall below the specified 16.66 percent of the general fund revenues, as described herein, without a Resolution upon recommendation by the

mayor and approved by the city council describing, in detail, the circumstances requiring the use of General Fund Reserve cash resources. The same Resolution shall also describe the specific funding source or method for restoring the General Fund Reserve and the schedule of restoration of the General Fund Reserve.

SECTION II. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict are hereby repealed.

SECTION III. EFFECTIVE DATE: The effective date of this Ordinance shall be in force and effect from and after its adoption and publication.

SECTION IV. PUBLICATION: A copy of this ordinance shall be published pursuant and according to law, after its adoption.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **December 12, 2024**

SUBJECT: WEED LIEN GROUP **1662**

Attached, please find Assessment Lists for Weed Lien Group Number **1662** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

12/17/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

1/21/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

1/19/2025

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER:

1/2/2025

LEGAL NOTICE ADS:

1/8/2025-1/15/2025

POSTING DATE:

1/14/2025

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1662			Res. No.	
12/17/2024		LOTS TO BE DECLARED			58-	
1/21/2025		LOTS FOR PUBLIC HEARING			58-	
//2025		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1401 Center St	39212	45851		2	
2	557 Schwarz St	42617	45852		1	
3	600 Bishop Lane N	42252	45853		7	
4	1017 Donald St	35476	45854		1	
5	1312 Charmaine Cir N	43538	45855		3	
6	3917 Wiggins Dr	41770	45856		3	
7	1305 Brooke Ave	28743	45857		3	
8	2945 Cedar Crescent Dr	41103	45858		3	
9	1315 Stewart Rd	42568	45859		3	
10	2658 Reaves St	44077	45860		1	
11	3505 Stein Ave	44051	45861		7	
12	3503 Stein Ave	44190	45862		7	
13	7761 Old Shell Rd	38942	45863		7	
14	2775 Springhill Ave	44959	45864		1	
15	4200 Taurus Dr	45363	45865		4	
16	3201 Center St	44936	45866		3	
17	929 Hannon Rd	44651	45867		4	
18	6875 Carol Plantation Rd	45553	45868		4	
19	908 S Warren St	44767	45869		3	
				\$ -		
Numbers of lots cut		Numbers of lots cut				
District total for this group						
1	4		1			
2	1		2			
3	7		3			
4	3		4			
5	0		5			
6	0		6			
7	4		7			
	19			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Harry Parker 12/11/24
Marchetta Jarte 12.11.24



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: December 12, 2024

SUBJECT: Repeat Weed Lien Invoices G-81

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 81. Please place these on the City Council's Agenda for December 17, 2024.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER						
		GROUP 81					Res. No.	
8/28/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
12/12/2024		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	2002 Good St	1		42470	10/19/2021	1	\$ 50.00	CBO
2	2766 LeCren St	1		42471	6/28/2022	1	\$ 275.00	
3	2319 Wolfridge Rd	1		42472	2/8/2022	1	\$1,021.71	
4	2124 Hamilton St	1		42473	6/7/2022	1	\$ 366.91	
5	654 Fisher St	1		42474	10/10/2022	1	\$ 50.00	CBO
6	2605 Esau Ave	1		42476	1/23/2024	1	\$ 275.00	
7	2607 Esau Ave	1		42477	4/2/2024	1	\$ 520.00	
8	553 Live Oak St	2		42478	2/20/2024	1	\$ 459.00	
9	559 Live Oak St	2		42480	2/20/2024	1	\$ 275.00	
10	252 Cuba St	3		42481	10/5/2021	2	\$ 375.00	
11	922 Bay Ave	3		42482	11/9/2021	1	\$ 663.00	
12	924 Bay Ave	3		42483	10/19/2021	1	\$ 555.00	
13	2519 Greenlawn Dr	4		42484	10/25/2022	1	\$ 50.00	CBO
14	1561 Greenlawn Dr	4		42485	8/29/2023	1	\$ 415.00	
15	1564 Greenlawn Dr	4		42486	12/19/2023	1	\$ 380.00	
16	1569 Greenlawn Dr	4		42487	10/25/2022	2	\$ 480.00	
17	4600 Moffett Rd	1		42488	11/7/2023	1	\$ 50.00	
18	1009 Alba St	3		42489	10/19/2021	3	\$ 475.00	
19	5377 Moffett Rd	7		42490	8/1/2023	1	\$ -	CBD
20	0 Dauphin Island Pkwy	3		42492	10/25/2022	1	\$1,599.88	
	Par. No. (2911321000090)							
Total							\$ 8,335.50	
District total for this group		Numbers of lots cut						
1	8			1	5			
2	2			2	2			
3	5			3	5			
4	4			4	3			
5	0			5	0			
6	0			6	0			
7	1			7	0			
	20				15			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Handwritten signature: Amy Johnson 12-11-24
Handwritten signature: Marchetta Jute 12-10-24



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **WILLIAMS JIMMIE**
Address: **2015 DAVID DR**
City, State, Zip: **EIGHT MILE, AL 36613-3435**
Repeat Group Number: **81** Item # **1**

Lot Description: **COMG NW COR DONALD & GOOD STS RUN WLY ALG N/L GOOD ST 55.25 FT FOR BEG
CONT WLY ALG N/L GOOD ST 55.25 FT TH WITH INT ANG OF 88 DEG 25 MIN RUN NLY 70
FT TH WITH INT ANG 91 DEG 35 MIN RUN ELY 55.25 FT TH WITH INT ANG 88 DEG 25
MIN RUN SLY 70 FT TO GOOD ST TO BEG BEING PT LOT 10 BLK 1 TOULMINVILLE HGTS
SUB DBK 130 PG 276 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 459.XXX)
2002 GOOD ST**

Nuisance Date: 8/29/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,174	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY
Marchetta Jante
INSPECTOR
Sam Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **RHODEN HARDY & ANNIE B**

C/O TERRANCE SMITH

Address: **6907 WHITE AVE**

City, State, Zip: **LONG BEACH, CA 90805**

Repeat Group Number: **81** Item # **2**

Lot Description: **LOT 7 SHRINER & MCKEON SUB DBK 99 P 353 #SEC 18 T4S R1W #MP29 08 18 4 002
(29 08 18 4 002 094.XXX) 2766 LECREN ST**

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,250	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Bean
SECRETARY

Marchetta J. Tate
INSPECTOR

Jany Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **KIRBY JOHN & KATHY JEAN**
WORKMAN KIRBY

Address: **2319 WOLF RIDGE RD**

City, State, Zip: **MOBILE, AL 36618**

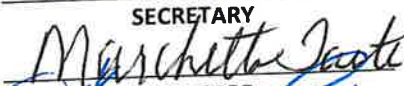
Repeat Group Number: **81** Item # **3**

Lot Description: **COM AT SE COR OF NE 1/4 OF SW 1/4 OF SEC36 T3W R2W TH W 947 FT TO POB TH E 105 FT TH SELY 170.5 FT TH SWLY 164 FT TH NWLY 269 FT TO POB. (23 07 36 3 001 011.XXX) 2319 WOLF RIDGE RD**

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		19,337	\$ 0.0125	\$ 241.71
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	90	\$ 7.00	\$ 630.00
Total Project Cost:				\$ 1,021.71


SECRETARY

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SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

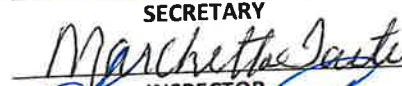
Lot Owner: **ROBINSON HAYWARD C &
C/O E JESSICA DEAN**
Address: **7328 CITY VIEW DR**
City, State, Zip: **CHARLOTTE, NC 28212**
Repeat Group Number: **81** Item # **4**

Lot Description: **LOT 4 BLK E 1ST SECTOR WOLF RIDGE MANOR MBK 8 P 42 #SEC 01 T4S R2W #MP28 01
01 2 001 (28 01 01 2 001 091.XXX) 2124 HAMILTON RD**

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,393	\$ 0.0125	\$ 129.91
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	12	\$ 7.00	\$ 84.00
Total Project Cost:				\$ 366.91


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INSPECTOR

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MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **DAVIS ODELL & LELA MAE**
Address: **8540 DENISE CIR**
City, State, Zip: **EIGHT MILE, AL 36613**
Repeat Group Number: **81** Item # **5**

Lot Description: **LOT 35 REV & EXT TO LIBERTY PARK MBK 4/66 (29 03 07 4 002 068.XXX) 654 FISHER ST**

Nuisance Date: 8/29/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,548	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Marchetta Jacob
INSPECTOR

Ray Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

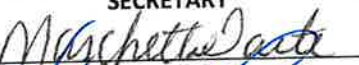
Lot Owner: **PACKER JOE L &
C/O MITCHELL D PORTIS**
Address: **808 SEMINOLE AVE**
City, State, Zip: **PRICHARD, AL 36610**
Repeat Group Number: **81** Item # **6**

Lot Description: **LOT 460 TRINITY GDNS 3RD AD D MBK 4/143 GRT SEC 44 T4S R1W #SEC 44 T4S R1W
#MP29 02 44 0 009 (29 02 44 0 009 201.XXX) 2605 ESAU AVE**

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,235	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

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MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

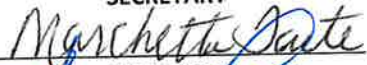
Lot Owner: **KENNEDY GLORIA**
C/O SONJA KENNEDY
Address: **1919 LUCKIE AVE**
City, State, Zip: **MOBILE, AL 36617-2940**
Repeat Group Number: **81** Item # **7**

Lot Description: **LOT 459 TRINITY GDNS 3RD AD D MBK 4/143 #SEC 44 T4S R1W #MP29 02 44 0 009**
(29 02 44 0 009 200.XXX) 2607 ESAU AVE

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,235	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 520.00


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MUNICIPAL ENFORCEMENT DEPARTMENT

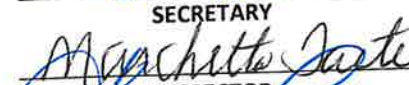
Repeat Lot Cleaning Invoice December 4, 2024

Lot Owner: **NICHOLSON JOYCELYN**
Address: **1608 FAY ST SW**
City, State, Zip: **DECATUR, AL 35601-2733**
Repeat Group Number: **81** Item # **8**

Lot Description: **LOTS 21 & 22 IN SQR 21 OF TH TISDALE SUBD OF TH FISHER TRT DBK 75 NS PG 259 COMM AT TH NW COR OF ST MEADAR & LIVE OAK STS TH RUN WLY ALG TH N/S OF ST MEDAR ST 80 FT TH NLY & PAR W/ LIVE OAK ST 95 FT TO TH S SD OF MENAS ST 80 FT TO TH SW COR OF MENAS ST & LIVE OAK ST TH RUN SLY ON TH W SD OF LIVE OAK ST 95 FT TO TH POB #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 217.XXX) 553 LIVE OAK ST**

Nuisance Date: **8/9/29/2024**
Date lot was cut: **11/26/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,452	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		3	\$ 3.00	\$ 9.00
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 459.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

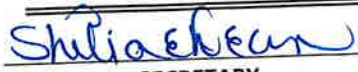
Lot Owner: **LIBERTY MARY SPEARS**
C/O LINDA SWEARINGEN
Address: **13677 STOCKBROOK RD**
City, State, Zip: **MORENO VALLEY, CA 92553**
Repeat Group Number: **81** Item # **9**

Lot Description: **BEG NW COR OF MENAS AVE & LIVE OAK ST & RUN N ALG LIVE OAK ST 65 FT THEN W
PAR WITH MENAS AVE 120 FT THEN S PAR WITH LIVE OAK ST 65 FT THEN E-LY ALG
MENAS AVE 120 FT TO BEG BEING PART LOTS 11, 12 & 13 BLK 21 TISDALE SUB FISHER
TRT MBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 202.XXX) 559
LIVE OAK ST**

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,451	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **HARRIS EARL L**
Address: **P. O. BOX 50092**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **81** Item # **10**

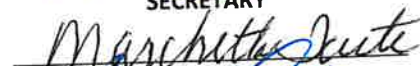
Lot Description: **LOT 4 BLK 28 CAMP GROUND TRT DBK 85 P 47 #SEC 40 T4S R1W #MP29 06 40 0 007
(29 06 40 0 007 110.XXX) 252 CUBA ST**

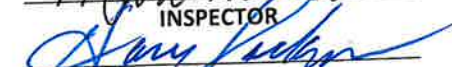
Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,360	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

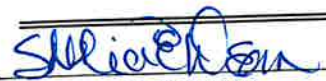
Lot Owner: **LEWIS ABRAM & MAMIE LEE**
% SHIRLEY A LEWIS
Address: **1304 LINWOOD DR E**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **81** Item # **11**

Lot Description: **LOT 13 COWAN SUB DBK 77/357 #SEC 27 T4S R1W #MP29 10 27 4 000**
(29 10 27 4 000 084.XXX) 922 BAY AVE

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,282	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	55	\$ 7.00	\$ 385.00
Total Project Cost:				\$ 663.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

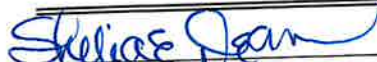
Lot Owner: **DAWSON DAVIS & RUTH M**
Address: **931 MANGO CIR APT 8**
City, State, Zip: **TARPON SPGS, FL 34689**
Repeat Group Number: **81** Item # **12**

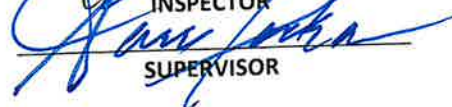
Lot Description: **LOT 14 COWAN SUB DBK 77P357 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4 000 085.XXX) 924 BAY AVE**

Nuisance Date: 8/29/2024

Date lot was cut: 11/26/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,266	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 555.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

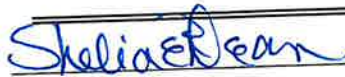
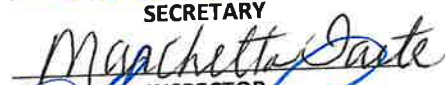
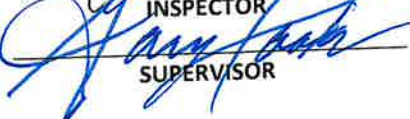
Lot Owner: **ROGERS MONIQUE MICHELE**
Address: **7028 COLONNADES DR N**
City, State, Zip: **MOBILE, AL 36695**
Repeat Group Number: **81** Item # **13**

Lot Description: **LOT 102 FIRST UNIT MORNINGSIDE MANOR MBK 6 PGS 431-432 #SEC 6 T5S R1W
#MP32 02 06 0 001 (32 02 06 0 001 166.XXX) 2519 GREENLAWN DR**

Nuisance Date: 8/29/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,125	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **LAI MICHAEL C/O MICHAEL LAI**
Address: **314 CRAWFORD ST**
City, State, Zip: **BILOXI, MS 39530**
Repeat Group Number: **81** Item #: **14**

Lot Description: **LOT 88 MORNINGSIDE MANOR 1ST UNIT MBK 6 P 431-32 #SEC 5 T5S R1W #MP32 02 05 0 001 (32 02 05 0 001 066.XXX) 1561 GREENLAWN DR**

Nuisance Date: **8/9/29/2024**
Date lot was cut: **11/26/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee Administrative		1	\$ 50.00	\$ 50.00
Penalty-Additional	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 415.00



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **81** Item # **15**

Lot Description: **LOT 73 1ST UNIT OF MORNINGSIDE MANOR MBK 6 P 431-32 #SEC 6 T5S R1W #MP32**
02 06 0 001 (32 02 06 0 001 180.XXX) 1564 GREENLAWN DR

Nuisance Date: **8/9/2024**
Date lot was cut: **11/26/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,274	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 380.00

Shelia E Dean
SECRETARY
Marchetta Skute
INSPECTOR
Fany Pook
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

Lot Owner: **HASTINGS BRIAN L & ANGELA G**
Address: **28 BRIARWOOD LN**
City, State, Zip: **SATSUMA, AL 36572**
Repeat Group Number: **81** Item # **16**

Lot Description: **LOT 91 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 177.XXX) 1569 GREENLAWN DR**

Nuisance Date: **8/9/29/2024**
Date lot was cut: **11/26/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,775	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 480.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

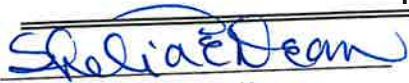
Lot Owner: **3J7B REAL ESTATE LLC**
Address: **312 KING ST**
City, State, Zip: **CHARLESTON, SC 29401-1441**
Repeat Group Number: **81** Item # **17**

Lot Description: **LOT 1-A SCHUTZ PROPERTY RESUB OF REMAINDER OF LOT 1 MBK 44 PAGE 95 #SEC 02 T4S R2W #MP28 01 02 4 001 (28 01 02 4 001 072.XXX) 4600 MOFFETT RD**

Nuisance Date: 8/29/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	48,905	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 4, 2024

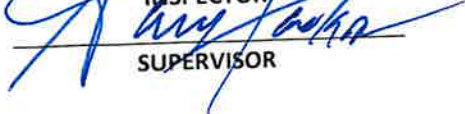
Lot Owner: **SQUARE RACHEL J**
Address: **1009 ALBA ST**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **81** Item # **18**

Lot Description: **LOT 48 BLOCK 1 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 001**
(29 11 34 1 001 080.XXX) 1009 ALBA ST

Nuisance Date: **8/9/29/2024**
Date lot was cut: **11/26/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,184	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 475.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

December 4, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **81** Item # **20**

Lot Description: **BEGINNING AT A POINT ON THE WEST LINE OF DAUPHIN ISLAND PARKWAY 51.73 FT NORTH OF THE NORTHEAST CORNER OF LOT 1 BLOCK 16 FULTON RIDGE ESTATES MBK 4 PG 110 THEN RUN WESTERLY 319.12 FT THEN SOUTHWESTERLY 326 FT THEN NORTHERLY 90 FT(S) THEN WESTERLY 110 FT THEN NORTHERLY 21.18 FT THEN NORTHEASTERLY ALONG A CURVE TO THE LEFT 105 FT(S) THEN NORTHEASTERLY 690 FT(S) THEN SOUTH 150 FT(S) TO THE POINT OF BEGINNING. (29 11 32 1 000 090.XXX) 0 DAUPHIN ISLAND PKWY**

Nuisance Date: **8/9/29/2024**

Date lot was cut: **11/26/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		115,990	\$ 0.0125	\$ 1,449.88
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,599.88


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: December 12, 2024

SUBJECT: Weed Lien Group 1660 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1660**. Please place these on the City Council's Agenda for **Tuesday, December 17, 2024**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1660			Res. No.	
9/10/2024		LOTS TO BE DECLARED			58-877	
10/15/2024		LOTS FOR PUBLIC HEARING			58-981	
12/17/2024		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1821 Gill Rd	37468	43373	\$ 50.00	3	CBO
2	481 Chin St	41007	43375	\$ -	2	CBD
3	500 Chin St	40658	43376	\$ 630.00	2	
4	2227 Cassie Lane	42003	43377	\$ 175.00	3	
5	1709 Marengo Dr	41481	43378	\$ 196.86	4	
6	1707 Marengo Dr	41405	43379	\$ 194.93	4	
7	605 Bizzell Ave	36762	43382	\$ 50.00	2	
8	1754 Dr Martin Luther King Ave	37139	43384	\$ 315.00	2	
9	2050 Stockton Dr	39928	43385	\$ 180.00	3	
10	1106 Texas St	39005	43386	\$ 280.00	2	
11	3537 Alba Club Rd	40904	43387	\$ 175.00	3	
12	3553 Alba Club Rd	40765	43388	\$ 175.00	3	
13	1211 Jessie St	40073	43389	\$ 200.00	1	
14	1209 Jessie St	40074	43390	\$ 280.00	1	
15	1167 Terrell Rd	40863	43391	\$ 398.93	3	
16	2351 Dukes Ave	40051	43392	\$ -	1	CBD
17	3909 Wiggins Dr	41769	43393	\$ 50.00	3	CBO
18	2712 Greenback Dr	40761	43394	\$ 50.00	1	CBO
19	1616 Union St	41737	43395	\$ 50.00	1	CBO
20	1944 Bay Bridge Rd CTF	41897	43397	\$ 175.00	2	
District total for this group				\$ 3,625.72		
1	5		2			
2	6		5			
3	7		5			
4	2		2			
5	0		0			
6	0		0			
7	0		0			
	20		14			
*ADD Added in from other Groups		*CBD Cut Before Declared				
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 12-11-24
 12-11-24



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **PURIFOY ROBERT E**
Address: **P. O. BOX 50514**
City, State, Zip: **MOBILE, AL 36605-0514**
Group Number: **1660** Item # **1**

Lot Description: **LOT 4 DELORES COURT MBK 28 P 45 #SEC 40 T5S R1W #MP32 08 40 0 002 (32 08 40 0 002 006.04X) 1821 GILL RD**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	13,559	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marshall J. Jantz
INSPECTOR
Gregory R. Rouse
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 2, 2024

Lot Owner: **TOWNER LEMORA**
C/O RICHARD TOWNER
13123 ARCTURUS AVE
GARDENA, CA 90249

Address:

City, State, Zip:

Group Number: **1660** Item # **3**

Lot Description: **LOT 7 BLK 1 EAST HIGHLANDS S/D DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003**
(29 02 44 0 003 078.XXX) 500 CHIN ST

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,260	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 630.00

Shelia Dean
SECRETARY

Maricetha Gade
INSPECTOR

Samuel Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
December 2, 2024

Lot Owner: **PRISOC JACK R**
% TERRY OR DONNA WARDEN
202 MAYO RD
Address: **LUCEDALE, MS 39452**
City, State, Zip:
Group Number: **1660** Item # **4**

Lot Description: **LOT 2 RESUB OF LOT 16 SUB OF LOTS 4-5 ROSEDALE MBK 4 PG 182 #SEC 35 T5S R1W**
#MP32 04 35 0 002 (32 04 35 0 002 045.XXX) 2227 CASSIE LN

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
SECRETARY

Marshall
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
December 2, 2024

Lot Owner: **JACKSON ALFRED**
714 CEDAR DR
Address: **DAPHNE, AL 36526-4104**
City, State, Zip:
Group Number: **1660** Item # **5**

Lot Description: **LOT 143 GULF MANOR FIRST AD D MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 024.XXX) 1709 MARENGO DR**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,749	\$ 0.0125	\$ 146.86
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 196.86

Shelia Dean
SECRETARY

Margaretta Taylor
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **JOHNSON KAREN B & JOHNNIE B**

C/O MELVIN

6855 GREENWAY DR S

Address: **MOBILE, AL 36608**

City, State, Zip:

Group Number: **1660** Item # **6**

Lot Description: **LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 025.XXX) 1707 MARENGO DR**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,594	\$ 0.0125	\$ 144.93
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 194.93

Shelia Dean
SECRETARY

Isaac Sampson
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **STALLWORTH REGINALD**
605 BIZZELL AVE
Address: **MOBILE, AL 36603-5358**
City, State, Zip:
Group Number: **1660** Item # **7**

Lot Description: **LOTS 39 - 42 BLK 7 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 064.XXX) 605 BIZZELL AVE**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,901	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marghette Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **WRIGHT EARNEST & GENNIVE**
P. O. BOX 7202
Address: **MOBILE, AL 36670**
City, State, Zip:
Group Number: **1660** Item # **8**

Lot Description: **BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 STONE ST**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,180	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 315.00

Shelia Dean

SECRETARY

Maxwell Jaye

INSPECTOR

Kary Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **TRAVIS JOI L**
Address: **P. O. BOX 550274**
City, State, Zip: **BIRMINGHAM, AL 35255-0274**
Group Number: **1660** Item # **9**

Lot Description: **LOT 6 BLK 7 FULTON RIDGE ESTS MBK 4/110-115 #SEC 32 T4S R1W #MP29 11 32 4 002**
(29 11 32 4 002 029.XXX) 2050 STOCKTON DR

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,400	\$ 0.0125	\$ 130.00
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 180.00

Shelia Dean
SECRETARY

Magdalena Jante
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **BROWN LILLIAN**
C/O BARBARA SCOTT
Address: **17505 TARKINGTON AVE**
City, State, Zip: **CLEVELAND, OH 44128**
Group Number: **1660** Item # **10**

Lot Description: **BEG N/S TEXAS ST 89.83 FT E OF DUNHAM ST & RUN E 45.75 FT TH NLY 105.67 FT TH WLY 44.08 FT TH SLY 105.67 FT TO POB BEING PT OF SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003 (29 10 38 0 003 118.XXX) 1106 TEXAS ST**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,783	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 280.00

Shelia Dean
SECRETARY
Maghette Jute
INSPECTOR
Andy Foster
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **MACK UNION VENTURES LLC**
Address: **6300 GRELOT RD STE G PMB 1158**
City, State, Zip: **MOBILE, AL 36609**
Group Number: **1660** Item # **11**

Lot Description: **LOT 1 HALEY DYER S/D MBK 119/120 (32 09 40 0 003 032.001) 3551 ALBA CLUB RD**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,258	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
SECRETARY

Maxhette J. Tate
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **MACK UNION VENTURES LLC**
Address: **6300 GRELOT RD STE G PMB 1158**
City, State, Zip: **MOBILE, AL 36609**
Group Number: **1660** Item # **12**

Lot Description: **LOT 1 JABEL SUBDIV MBK 36 PG 118 #SEC 40 T5S R1W #MP32 09 40 0 003 (32 09 40 0 003 032.XXX) 3551 ALBA CLUB RD**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,383	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean

SECRETARY

Marjette J. J. J.

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **EVANS BAMMA**
Address: **9801 WESTIN DR**
City, State, Zip: **AMARILLO, TX 79119-1496**
Group Number: **1660** Item # **13**

Lot Description: **LOTS 26 & 27 BLK 2 MECHEM & SAGES 2ND SUB OF LAFARGUE TRT DBK 121 PG 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 263.XXX) 1211 JESSIE ST**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,000	\$ 0.0125	\$ 150.00
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 200.00

Shelia Dean
SECRETARY
Margheth Jantz
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
December 2, 2024

Lot Owner: **EVANS ED WALTER & JOHNNIE L**
C/O BAMMA EVANS
Address: **9801 WESTIN DR**
City, State, Zip: **AMARILLO, TX 79119-1496**
Group Number: **1660** Item # **14**

Lot Description: **LOT 28 BLK 2 MECHEM & SAGES 2ND SUB OF LAFARGUE TRT DBK 121 P 511 #SEC 44 T4S**
R1W #MP29 02 44 0 013 (29 02 44 0 013 264.XXX) 1209 JESSIE ST

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 280.00

Shelia Dean
SECRETARY

Marabeth Jones
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **BELLE & BEAU PROPERTIES LLC**
Address: **2471 RASBERRY LN**
City, State, Zip: **MOBILE, AL 36695-4730**
Group Number: **1660** Item # **15**

Lot Description: **LOT 7 BROADMOOR MBK 6 P 137 #SEC 40 T5S R1W #MP32 12 40 0 007
(32 12 40 0 007 022.XXX) 1167 TERRELL RD**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		27,914	\$ 0.0125	\$ 348.93
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 398.93

Shelia Dean
SECRETARY
Marichette Jute
INSPECTOR
Amey Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **HUNTER JAMES H & DORIS FAYE**
Address: **702 1ST AVE**
City, State, Zip: **SARALAND, AL 36571-3469**
Group Number: **1660** Item # **17**

Lot Description: **LOT 11 PINES SUB MBK 8/47 (32 11 40 0 002 065.XXX) 3909 WIGGINS DR**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,917	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sholia Dean
SECRETARY
Margherita Jante
INSPECTOR
Fay Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
December 2, 2024

Lot Owner: **DAVIS JOSEPH & ELSIE MAE DAVIS**
C/O JAMES DAIVS
Address: **618 OPP AVE**
City, State, Zip: **WHISTLER, AL 36612-1832**
Group Number: **1660** Item # **18**

Lot Description: **LOT 22 UNIT 2 PARADISE PARK MBK 6/281 #SEC 44 T4S R1W #MP29 02 44 0 012**
(29 02 44 0 012 231.XXX) 2712 GREENBACK DR

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,500	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Deane
SECRETARY
Marbetta Igute
INSPECTOR
Gray Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **LEGGINS LUCY J**
Address: **1616 UNION ST**
City, State, Zip: **MOBILE, AL 36617-1825**
Group Number: **1660** Item # **19**

Lot Description: **LOT 19 BLK A BOOKER T WASHINGTON HIGHLANDS 1ST ADD MBK 4/243 #SEC 6 T4S R1W
#MP29 03 06 3 000 (29 03 06 3 000 050.XXX) 1616 UNION ST**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,692	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marcella Jante
INSPECTOR
Anthony Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 2, 2024

Lot Owner: **ROBINSON MARGURITE C BETTY**
C/O BETTY ATTN FRED GREEN
Address: **416 DEVON ST**
City, State, Zip: **MOBILE, AL 36617-2406**
Group Number: **1660** Item # **20**

Lot Description: **LOTS 12 & 13 A BLK 2 EAST HIGHLANDS DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003 (29 02 44 0 003 160.XXX) 1944 BAY BRIDGE CUT OFF**

Nuisance Date: 9/10/2024 Posting Date: 10/8/2024 Hearing Date: 10/15/20224
Date lot was cut: 11/22/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,745	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
SECRETARY
Margaret Tate
INSPECTOR
Harry [Signature]
SUPERVISOR



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Johnny Morris

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

\$500

Funding Source

1100-1100-49320

ATTACHMENTS:

1. FFOM Jerry Wilson

REVIEWERS:

Kimberly Richard

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

November 2024 FFOM - Fire Service Driver Jerry A. Wilson (Emp #13508)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address	lecedric.browe@cityofmobile.org
Name of Nominee	Jerry Wilson
Rank of Nominee	Driver
Assignment of Nominee	Truck 17
Date of Incident	Dec 03, 2024
Type of Award being requested	Recommendation for Firefighter of the Month
Summary of Incident / Action	To whom it may concern, I am the immediate supervisor of Fire Service Driver Jerry Wilson of TC17. I would like to highlight this employee extraordinary and exceptional dedication, consistent performance, and significant contributions to this organization. Jerry Wilson has been part of the organization for 18 years with the last 3 spent as part of the Special Operations Division. That being said the last 3 years working along side Driver Wilson I have witnessed acts of bravery, outstanding leadership during critical situations, commitment to training, and positive impact within the community, making him a standout member of this organization. With Driver Wilson expertise in Tech-Rescue as part of the Technical Rescue team, most certainly enhances MFRD chances of providing high quality service and maintaining the standard for excellence. Driver Wilson consistent performance helps the department in pursuit of effective professional development and customer service. Driver Wilson has also been an active member of the Dumas Wesley Community Center outreach program since he has been assigned to Crichton Station, culminating in the honor of receiving the Smile Behind the Shield award, a recognition we (TC17) are very proud to hold. Sincerely Captain LeCedric Browe
Name of Originator	LeCedric Browe
Rank of Originator	Captain
Assignment of Originator	Truck 17
I certify that the fact contained in the summery are both known to me and are a matter of record.	LeCedric Browe



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

William Jackson, Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

Amount of Contract:

\$500.00

Funding Source

\$500.00

ATTACHMENTS:

1. OOTM Resolution
2. OOM - November 2024 Mayor Certificate

REVIEWERS:

Tracy Baxter
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

November 2024: Officer Logan Adams

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

**OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Logan Adams**

During the month of November, Officer Logan Adams answered fifty-two calls for service, thirty-five backings, had ten felony arrests, twelve misdemeanor arrests, and thirty-three citations issued. Officer Adams has shown himself to be a valuable member of the Mobile Police Department and is a critical component of the success of decreasing crime in the Second Precinct. Officer Adams continues to strive to become an excellent law enforcement officer while serving the city of Mobile citizens. Here are just a few examples of his self-initiated work product during the month of November 2024.

On Sunday, November 3, 2024, Officer Adams was conducting traffic enforcement around US Highway 90 and Knollwood Drive when he noticed a vehicle without a tag. Officer Adams initiated a traffic stop and during the investigation, Officer Adams determined the subject driving the vehicle had an active warrant for his arrest. After placing the subject in custody, Officer Adams continued his investigation and conducted a proper inventory search of the subject's vehicle incident to the subject's arrest. During the thorough search, Officer Adams discovered an orange pill bottle without a label in the center console. Upon closer inspection, Officer Adams found marijuana wrapped up in a napkin stuffed inside the pill bottle. The subject was transported to Metro Jail for the warrants and the new charge of Possession of Marijuana.

On Thursday, November 7, 2024, Officer Logan Adams was conducting traffic enforcement around Government Boulevard and Arturas Lane when he observed a car travelling at a high rate of speed. Officer Adams used a radar to confirm the vehicle was traveling 67 miles per hour in a 40 miles per hour zone. Officer Adams initiated his blue lights to conduct a traffic stop on the vehicle, but the vehicle refused to stop. During the subject's efforts to elude the police, the subject struck another motorist. Officer Adams continued his pursuit until the subject finally stopped. Officer Adams and his backing unit conducted a smooth felony stop on the vehicle and took the driver into custody for attempting to elude the police without incident. The driver was also found to be out on bond for a serious felony offense.

On Tuesday 11/19/2024, a home invasion call at apartments located on Girby Road was dispatched to two officers. A brief description of the suspect was given. Officer Adams heard the call and moved towards the area of the call with the two other officers who were dispatched. Officer Adams observed a male subject approximately an eighth of a mile east of the location standing near some brush. It was raining heavily at the time. Officer Adams observed the subject was wearing a mask. Officer Adams approached and detained the subject, and then took the subject back to the scene. At the apartment, officers confirmed the door had been kicked in and a female was suffering from a non-life-threatening wound to her arm. Upon further investigation, officers learned that the subject responsible for the home invasion and the shooting had also robbed two maintenance men of their cellphones with the same gun used in the shooting. It was determined the maintenance men observed a masked individual running towards the apartment in question when the subject saw the maintenance men watching him. It's believed the subject took the victim's cellphones at gunpoint to prevent them from calling 911. When detectives arrived and investigated further, they determined the subject Officer Adams detained was responsible for the home invasion, the shooting, and two counts of armed robbery.

On Tuesday, November 19, 2024, shortly after the apartment call, Officer Adams conducted a traffic stop on a pickup truck in the area of West I-65 Service Road and Cottage Hill Road. Officer Adams detected smoke emitting from the vehicle. Officer Adams detained the subject in his patrol vehicle to further the investigation. Upon further investigation Officer Adams discovered a large amount of a narcotic and marijuana in the subject's vehicle. The amount of the narcotic rose to the level of trafficking and the marijuana was a felony amount. A narcotics detective responded to the scene to help further the investigation.

His initiative, enthusiasm, and excellence in his overall performance show a proactive police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Logan Adams as OFFICER OF THE MONTH for November 2024, with our sincere thanks.



C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

William R. Jackson
Chief of Police, Mobile Police Department

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$1500.00 to Mobile Law Enforcement Foundation, Inc., from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Mobile Law Enforcement Foundation, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc., *will be used to assist with the 2024 Annual Luncheon.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1500.00 to Mobile Law Enforcement Foundation, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$2000.00** to Housing First, Inc., from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Housing First, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Housing First, Inc., *will be used to assist with the 11th Annual Project Homeless Connect event on January 24, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2000.00** to Housing First, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Benjamin Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate **\$2000.00** to Housing First, Inc., from District 4 Discretionary Fund (DSC 04 10041020-42080); and*

WHEREAS, *Housing First, Inc.*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Housing First, Inc., *will be used to assist with the 11th Annual Project Homeless Connect event on January 24, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2000.00** to Housing First, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate \$2000.00 to Housing First, Inc., from District 6 Discretionary Fund (DSC 06 10041020-42080); and*

WHEREAS, *Housing First, Inc.*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Housing First, Inc., *will be used to assist with the 11th Annual Project Homeless Connect event on January 24, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2000.00 to Housing First, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **\$6,237.50** to CC's Classic Catering, LLC, from District 3 Discretionary Fund (DSC 03 10041020-42080); and*

WHEREAS, *CC's Classic Catering, LLC, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to CC's Classic Catering, LLC, *will be used to assist with the District 3 Holiday Celebration on Tuesday, December 10, 2024.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$6,237.50** to CC's Classic Catering, LLC, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$250.00** to United Way of Southwest Alabama, from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *United Way of Southwest Alabama*, 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 United Way of Southwest Alabama, *will be used to assist and support the important community resources that are already in place, such as housing needs, utility assistance, food pantries, and shelter services.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$250.00** to United Way of Southwest Alabama, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION

2025

Sponsored by Mayor William S. Stimpson and Councilmember Josh Woods

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 Change Order #2, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of \$151,342.61 will be added to the original contract amount of \$277,042.54, which includes a sum of \$17,042.54 from Change Order #1. A copy of said contract is on file in the office of the City Clerk.

Name of Company: PARTEN SMITH, INC.

Project Name: WESTSIDE PARK – PARKING & ACCESSIBILITY
UPGRADES

Project Number: PR-009-23

Amount: \$151,342.61

Adopted:

City Clerk

#5057

CAPITAL CONTRACT SUMMARY SHEET

PROJECT NAME: WESTSIDE PK-PARKING & ACCESSIBILITY UPGRADES

CAPITAL PROJECT # C0790; CIP WESTSIDE PK ADA & PARKING

DATE OF RECEIPT _____

DEPT. PROJECT# PR-009-23

**PROJECT DESCRIPTION TO INCREASE THE CURRENT CONTRACT BY \$151,342.61
FOR ADDITIONAL ASPHALT WORK NOT INCLUDED IN ORIGINAL CONTRACT.**

CONTRACT AMOUNT \$151,342.61

VENDOR NAME: PARTEN SMITH, INC.

VENDOR NUMBER: 296459

DEPT # 3032

DEPT NAME Architectural Engineering Department

**CONTRACT ADMINISTRATOR Cassie Boatwright, Director of Real Estate Asset
Management**

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Performance-Contributed Construction (Unit Price)* **Construction****

Contractual Non Contractual ROW (Acquisitions)

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: Brenda Parker Date DECEMBER 10, 2024

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESSIBILITY UPGRADES
PROJECT LOCATION: 1001 SCHILLINGER RD., S., MOBILE, AL 36608
DISTRICT #: 6
PROJECT #: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, INC.
VENDOR #: 296459

The attached change order number two (2) to contract with Parten Smith, Inc. dated 11/12/24, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Will Mastin

[Will Mastin \(Dec 6, 2024 11:43 CST\)](#)

Will Mastin, Project Manager
Architectural Engineering Department

C. Boatwright

Cassie Boatwright, Director
Real Estate Asset Management

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT

DEPT. 3032

DATE OF REQUEST: 11/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH, INC.

V#296459

DISTRICT#: Select Item. 6

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD (+) \$ 151342.61 from Capital Project#/Title:

C0790 CIP WESTSIDE PARK ADA & PARKING

to contract# 5057.

Total amount of Change Order: \$ 151,342.61

Current contract amount: \$ 277,042.54

Revised contract amount: \$ 428,385.15

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR
ADDITIONAL ASPHALT WORK NOT INCLUDED IN ORIGINAL CONTRACT.

BRENDA PARKER
Employee signature

C. Brad Pitt
Approval signature



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Westside Park - Parking and ADA
Improvements
1001 Hitt Road
Mobile, Alabama 36695

CONTRACT INFORMATION:
Contract For: Construction

Date: August 27, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: November 12, 2024

OWNER: *(Name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ARCHITECT: *(Name and address)*
Lieb Engineering Company, LLC
1290 Main Street, Suite E
Fairhope, Alabama 36526

CONTRACTOR: *(Name and address)*
Parten Smith, Inc.
P.O. Box 189
St. Elmo, Alabama 36568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The total contract amount for the subject project is \$277,042.54, which included change order #001 in the amount of \$17,042.54. Additional work to include:

· Asphalt existing gravel road requested by Owner - 4598 cy - \$151,342.61·

The original Contract Sum was	\$ 260,000.00
The net change by previously authorized Change Orders	\$ 17,042.54
The Contract Sum prior to this Change Order was	\$ 277,042.54
The Contract Sum will be increased by this Change Order in the amount of	\$ 151,342.61
The new Contract Sum including this Change Order will be	\$ 428,385.15

The Contract Time will be increased by thirty-five (35) days.

The new date of Substantial Completion will be December 23, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lieb Engineering Company, LLC

ARCHITECT *(Firm name)*

Chris Lieb

SIGNATURE

Chris Lieb, PE

PRINTED NAME AND TITLE

12/06/2024

DATE

Parten Smith, Inc.

CONTRACTOR *(Firm name)*

Robert Parten

SIGNATURE

Robert D. Parten, Sr., Vice-
President

PRINTED NAME AND TITLE

12/06/2024

DATE

City of Mobile

OWNER *(Firm name)*

SIGNATURE

William S. Stimpson, Mayor

PRINTED NAME AND TITLE

DATE

ATTEST:



1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, October 30, 2024

City of Mobile
Attn: Shannon McIntyre

Re: Change Order #2 Letter - West Side Park Improvements

Shannon,

The submitted Change Order 02 from the contractor was for paving the existing gravel road in asphalt. This will allow for smoother and cleaner access to the park and less future maintenance.

Please let me know if you have any questions.

Sincerely,

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

Christopher Jay Lieb, PE



MEMORANDUM

TO: City Legal

FROM: Will Mastin, Project Manager
Architectural Engineering Department

DATE: 11/13/24

SUBJECT: Change Order #002 Westside Park – Parking & Accessibility Upgrades

Project Number: PR-009-23

JUSTIFICATION FOR CHANGE ORDER:

The total contract amount for the subject project is \$277,042.54 which includes an increase of \$17,042.54 from Change Order #1.

The attached Change Order will increase the Contract Sum by \$151,342.61 for additional asphalt work not included in the original contract.

It will increase the Contract Time by thirty-five (35) days.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor would be cost prohibitive and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

From: [Mastin, Will](#)
To: carl@psinc.biz
Cc: [McIntyre, Shannon](#); [Boatwright, Cassie](#)
Subject: Westside Park Parking and ADA Improvements - Possible Change Order- Asphalt
Date: Friday, September 20, 2024 3:43:37 PM
Attachments: [Westside Site Plan Asphalt.pdf](#)
[Outlook-yopnrx4r.png](#)

Carl,

attached is the sketch for the area of proposed addition of new asphalt at Westside Park. As we discussed earlier the City would like to get an estimate from you to re-pave the drive around the fields adjacent to where you will be building the new parking areas. I am sending you a sketch that illustrates the area that we would like to get a quote to apply new asphalt.

This would be a change order to the scope of work from the Bid that you have provided us already. We would like to utilize the existing gravel and asphalt road bed as the base for the new paving. If there are areas where that is insufficient or for proper grading, we would need to provide new base rock.

Please use the detail already provided for "Standard Duty Asphalt Paving" on sheet C8.0 for the existing Bid documents for this project. Let me know if you have any questions or comments for this request. We appreciate your help with this project.

_Will Mastin

Will Mastin

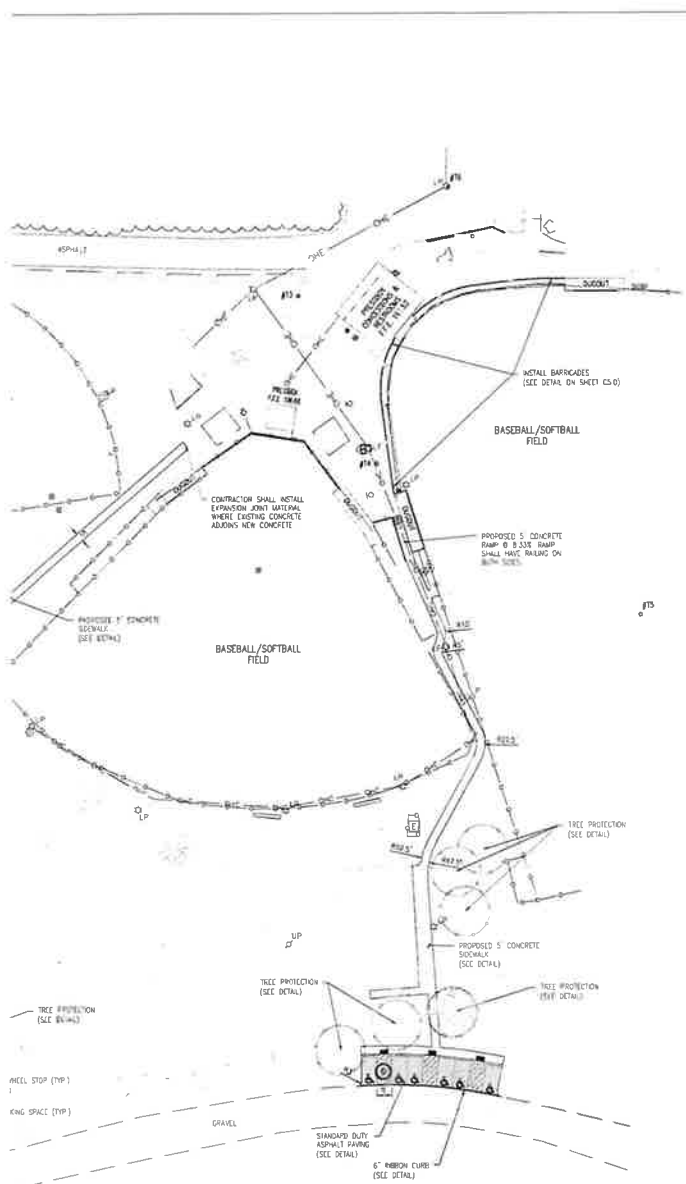
Project Manager

City of Mobile, Architectural Engineering Department

(251)208-6035 office

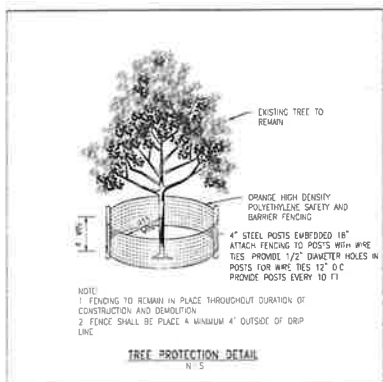
(251)406-2678 cell





NOTES:

1. SEE SHEET C2.2 FOR GENERAL NOTES.



LEB ENGINEERING COMPANY 1290 MAIN STREET, SUITE E DAPHNE, AL 36526 PH: (251) 978-9779	NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER. ALABAMA LICENSED ENGINEER, CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204 ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4939				WESTSIDE PARK SITE PLAN MOBILE, AL OWNER: CITY OF MOBILE		 09/05/2024
	JOB NUMBER	DRAWN BY: <u>NJB</u>	DATE: <u>06/13/2024</u>	SCALE: <u>1"=40'</u>	SHEET NUMBER	C4.0 D	
	2023-110	CHECKED BY: <u>CJL</u>	APPROVED BY: <u>CJL</u>	ENGR: <u>CJL</u>	4 OF 8		

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602

will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 02				
Asphalt Drive (4598 SY), Base (125 Ton)				
Description	Qty	Unit	Unit Price	Total Price
Asphalt	1	LS	\$ 125,425.10	\$ 125,425.10
Parten Smith Mark-Up on Sub Cost (10%)	1	LS	\$ 12,542.51	\$ 12,542.51
Base Material (Installed by Parten Smith, Inc.)	1	LS	\$ 13,375.00	\$ 13,375.00
Subtotal				\$151,342.61

If approved, Parten Smith, Inc. also requests a time extension of five (5) weeks from date of approval.

Change order cost includes the cost of materials and labor for the requested changes to the asphalt driveway around the park per the email and sketch sent on 9/20/2024.

Base material is estimated at 125 ton. The price per ton is \$107.00 and will be billed at the quantities delivered to the site.

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	



JCS1953

Page 610 of 841



08.07.2024

To Whom It May Concern:

Attached to this memo is an agreement between the West Side Park and the City of Mobile, enabling PARTEN SMITH INC to accept and receive CIP funds in the amount of \$260,000.00 from the City to Parking & Accessibility Upgrades for the project titled "West Side Park - Parking & Accessibility Upgrades."

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	

We look forward to continued communication on this important CIP-funded project. Please call me with questions at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org.

Respectfully,

McIntyre, Shannon
251-208-7635

CHANGE ORDER NUMBER 002
DATE

PROJECT NAME AND NUMBER West Side Park - Parking & Accessibility Upgrades PR-009-23

AT 1001 Schillinger Road South

TO PARTEN SMITH INC
8765 BEVERLY RD EXT
IRVINGTON, AL 36544

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your Contract dated 8/27/2024 12:00:00 AM

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, time, and equipment to:

Estimated Over Run (Attachment "A")	
Estimated Under Run (Attachment "B")	
Additional Items (Attachment "C")	
Original Contract Price	\$260,000.00
Net total of Previous Change Orders	\$ 0.00
Previous Revised Contract	\$260,000.00
THIS CHANGE ORDER NUMBER 002	\$151,342.61
Revised Contract Price this Date	\$411,342.61
Original End Date	12/31/24
Number of days increase	35
New Substantial Completion date	

As agreeing to do the work based on the attached Original Contract, Justification Form, Consultant Validation, Contractor Estimate, Cost Impact, Attachments A, B & C (for everyone but A/E)

Change Order Document, Cost Impact Document, Consultant Recommendation/Validation, Contractor Quote/Estimate

BY:

Mayor

ATTEST:

City Clerk

Date

ACCEPTED BY:

PARTEN SMITH INC

Notary

Witness

Date

21-794

2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

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

Name of Company: Parten Smith, Inc.

Project Name: CIP Westside Park - Parking & ADA Improvements

Project Number: PR-009-23

Amount: \$260,000.00

AUG 27 2024

Adopted:



ASSISTANT

City Clerk

AIA® Document A101® – 2017

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

27th August
AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

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

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

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

Parten Smith, Inc.
P.O. Box 189
St. Elmo, AL 36568
City of Mobile Business License Number: 112160
Secretary of State Registration Number: 000-290-106

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

Westside Park Parking & Ada Improvements
7600 Hitt Road
Mobile, Alabama 36695
PR-009-23
The work of this contract consists of providing and installing new concrete sidewalks and parking.

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

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

Lieb Engineering Company, LLC
1290 Main Street
Suite E
Daphne, AL 36526

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1798714997)

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 seventy (70) 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)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Sixty Thousand and 00/100 (\$ 260,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$233,200.00

Contingency Allowance: \$10,000.00

Total Bid: \$243,200.00

Alternate: \$16,800.00

Total Contract Sum: \$260,000.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1	\$16,800.00

(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 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: Provide and install one (1) cy fiber mesh reinforced concrete, broom finished per drawings. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$15.00
Unit Price #2: Demolition of one (1) cy existing concrete. Include labor, equipment, and haul off.	CY	\$5.00
Unit Price #3: Provide and install one (1) cy asphalt per drawings. Include excavation, fill, compaction, grading, disposal, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$75.00

Init

Unit Price #4: Demolition of one (1) cy existing asphalt. Include labor, equipment, and haul off.

\$5.00

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

Init.

- .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:

Init.

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 Parten Smith, Inc. has completed the contract for PR-009-23, Westside Park Parking & Ada Improvements, 7600 Hitt Road Mobile, Alabama 36695. 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

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User Notes:

(1798714997)

(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)

Carl Hanke, Estimator
P.O. Box 189
St. Elmo, AL 36568
Carl@psinc.biz
251-957-1555

§ 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;

Init.

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User Notes:

(1798714997)

- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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

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

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

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

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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

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

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

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

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

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).

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10

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 one (1) 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
C1.0	Title Sheet	June 12, 2024
C2.0	Civil Engineering Notes	June 12, 2024

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C3.0	Existing Conditions and Demolition Plan	June 12, 2024
C4.0	Site Plan	June 12, 2024
C5.0	Grading Plan	June 12, 2024
C6.0	Erosion Control Plan	June 12, 2024
C7.0	Detail Sheet	June 12, 2024

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	June 12, 2024
Section 01210	Allowances	June 12, 2024
Section 01220	Unit Prices	June 12, 2024
Section 01320	Construction Progress Documentation	June 12, 2024
Section 01330	Submittal Procedures	June 12, 2024
Section 01635	Substitution Procedures	June 12, 2024
Section 01700	Execution Requirements	June 12, 2024
Section 01731	Cutting and Patching	June 12, 2024
Section 01770	Close out Procedures	June 12, 2024
Section 01783	Project Record Documents	June 12, 2024

.5 Addenda, if any:

Number	Date
Addendum No. 1	06/24/2024
Addendum No. 2	07/02/2024

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

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101

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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

Section 00700

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
General Conditions of the Contract for Construction-
AIA Document A201

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

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and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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14

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Parten Smith, Inc.

W. Stimpson
OWNER (Signature)

[Signature]
CONTRACTOR (By Signature)

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

Robert D. Parten, Sr., Vice President
(Printed name and title)



ATTEST:

Lana Papenbach
City Clerk

ASSISTANT

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Robert D. Parten, Sr. as Vice President of Parten Smith, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 25th day of July, 20 24.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/20/27

MATTHEW J COOK
Notary Public
Alabama State at Large

My Commission Expires
September 20, 2027

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15

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 Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, hereinafter called the Principal, and FCCI Insurance Company, 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 Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 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 Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, 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: Parten Smith, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: _____

(Signature)

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

Resident Agent: _____

(Signature)

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

Company Name: Cobbs Allen

Address: 115 Office Park Drive

Birmingham, AL 35223

Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

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, Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, as Principal, and FCCI Insurance Company, 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 Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: ROBERT S. V.

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)

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

Resident Agent: [Signature]
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-874-1315

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

Labor and Material Payment Bond



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

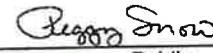
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

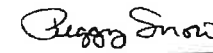
State of Florida
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Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



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
251.208.7987
205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Parten Smith, Inc
Address	P.O. Box 189 St. Elmo, AL. 36568
Telephone	251-957-1555
E-Mail	clauger@psinc.biz

RFP/RFQ Solicitation Number	PR-009-23
Project Description	Westside Park - Parking and ADA Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 19 Female 2 Minority 10 Non-minority SDVO
Total # of Employees	31

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert D. Parten, Sr. Date: 7-10-2024
Signature: [Signature]
Title: Vice President

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

Name: Carl Hanke Title: Estimator
Email: Carl@psinc.biz Phone: 251-957-1555



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

Section II. Subcontractors/Major Vendors Supplier Plan submitted by: FORM 1: Background and Plan (Cont'd)

Please Print Company Patten Smith, Inc. Your Bid/Proposal Amount \$ 243,200 Date: 07/10/2024
Description Westside Park - Parking and ADA Improvements
Name of Bidder/Proposer: Robert D. Patten, Sr.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bay Concrete	251-957-0490	Concrete Supplier	28,300.00	12%	NO	
Bayou Concrete	228-828-4853	Concrete Supplier			NO	
Evans and Company	251-633-6008	Boat Supply/Water Supplier	3,675.00	2%	YES	
Bennett Construction	251-423-7764	curb and sidewalks	33,000.00	14%	YES	
Tubilee Construction Services	251-215-7963	Asphalt	34,000.00	14%	NO	
Southern Fabricators	251-259-1118	Handrail Fabrication (ALT. 1)				



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Robert D. Parton Sr.

Contact Person: Carl Henke Phone 251-957-1855 Email Carl@psinc.biz

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.



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. _____



Parten Smith Inc.	
Entity ID Number	000-290-106
Entity Type	Domestic Corporation
Principal Address	4612 GOLD DR MOBILE, AL 36619
Principal Mailing Address	4612 GOLD DR MOBILE, AL 36619
Status	Exists
Place of Formation	Mobile County
Formation Date	10/18/2013
Registered Agent Name	PARTEN, CANDICE M
Registered Office Street Address	4612 GOLD DR MOBILE, AL 36619
Registered Office Mailing Address	4612 GOLD DR MOBILE, AL 36619
Nature of Business	CONSTRUCTION/CONTRACTOR
Capital Authorized	100 @ \$.01 PV
Capital Paid In	
Directors	
Director Name	PARTEN, CANDICE M
Director Street Address	4612 GOLD DR MOBILE, AL 36619
Director Mailing Address	4612 GOLD DR MOBILE, AL 36619
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Incorporator Mailing Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Per Use Document Types	
Document Date / Type / Pages	10/29/2013 Certificate of Formation 4 pgs.



Company ID Number: 1153468

Approved by:

Employer Parten Smith Inc.	
Name (Please Type or Print) Candice M Parten	Title
Signature Electronically Signed	Date 12/22/2016
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/28/2016



Company ID Number: 1153468

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Parten Smith Inc.
Company Facility Address	8765 Beverly Rd Ext Irvington, AL 36544
Company Alternate Address	PO Box 189 St Elmo, AL 36568
County or Parish	MOBILE
Employer Identification Number	463978998
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



PARTSMI-01

AJONES

DATE (MM/DD/YYYY)
8/7/2024

CERTIFICATE OF LIABILITY INSURANCE

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 License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609		CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:		
INSURED Parten Smith, Inc. 8765 Beverly Rd. Extension Irvington, AL 36544		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : United Specialty Insurance Company		12537
		INSURER B : Auto-Owners Insurance Company		18988
		INSURER C : Alabama Home Builders		NONE
		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	☒	☒	ATN2418203	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY	☒	☒	5529460100	5/21/2024	5/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒	☒	BTN2411230	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 2,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒	N/A	001-2024-34989-00	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	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
B	Commercial Automobil			5529460100	5/21/2024	5/21/2025	Included 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Westside Park Parking & Ada Improvements
Project Number: PR-009-23

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 11/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH, INC. V#296459

DISTRICT#: Select Item. 6

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD (+) \$ 17042.54 from Capital Project#/Title:

C0790 CIP WESTSIDE PARK ADA & PARKING
to contract# 5057.

Total amount of Change Order: \$ 17042.54

Current contract amount: \$ 260,000.00

Revised contract amount: \$ 277,042.54

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR
ADDITIONAL SCOPE OF WORK NOT INCLUDED IN ORIGINAL CONTRACT.

BRENDA PARKER
Employee signature

Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESIBILITY UPGRADES
PROJECT LOCATION: 1001 SCHILLINGER RD., S., MOBILE, AL 36608
DISTRICT #: 6
PROJECT #: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, INC.
VENDOR #: 296459

The attached change order number one (1) to contract with Parten Smith, Inc. dated 11/12/24, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Will Mastin, Project Manager
Architectural Engineering Department

Cassie Boatwright, Director
Real Estate Asset Management

Change Order

PROJECT: *(Name and address)*
Westside Park - Parking and ADA
Improvements
1001 Hitt Road
Mobile, Alabama 36695

CONTRACT INFORMATION:
Contract For: Construction

Date: August 27, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: October 29, 2024

OWNER: *(Name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ARCHITECT: *(Name and address)*
Lieb Engineering Company, LLC
1290 Main Street, Suite E
Fairhope, Alabama 36526

CONTRACTOR: *(Name and address)*
Parten Smith, Inc.
P.O. Box 189
St. Elmo, Alabama 36568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The total contract amount for the subject project is \$260,000.00, including a \$10,000.00 contingency allowance. \$10,000.00 Contingency allowance and an additional \$17,042.54 change order to include additional work:

- Additional ADA access concrete walk, 6" concrete header, concrete flume, and gutter - \$13,500.00
- Additional concrete steps, paving, and handrail at dugout, and curbing at parking area - \$8,187.54
- Additional concrete at concession stand and dugout - \$5,355.00

The original Contract Sum was	\$	260,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	260,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,042.54
The new Contract Sum including this Change Order will be	\$	277,042.54

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be November 18, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lieb Engineering Company, LLC
ARCHITECT *(Firm name)*

Parten Smith, Inc.
CONTRACTOR *(Firm name)*

City of Mobile
OWNER *(Firm name)*

SIGNATURE

Chris Lieb, PE

PRINTED NAME AND TITLE

DATE

SIGNATURE

Robert D. Parten, Sr., Vice-
President

PRINTED NAME AND TITLE

DATE

SIGNATURE

William S. Stimpson, Mayor

PRINTED NAME AND TITLE

DATE



1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, October 30, 2024

City of Mobile
Attn: Shannon McIntyre

Re: Change Order #1 Letter – West Side Park Improvements

Shannon,

The submitted Change Order 01 from the contractor was for a header curb and concrete flume and additional sidewalk. This additional concrete will help prevent erosion and aid in reducing long term maintenance.

The submitted Change Order 03 from the contractor was for additional concrete between the new ramp and the dugout. This will allow for a cleaner access to the dugout and reduce long term maintenance in the area. The change order also included the replacement of the handrail to the back of the concession stand. This will allow for a much cleaner and consistent end product. The change order also included a curb at one section of the handicap parking. This will divert stormwater around the parking to help with maintenance.

The submitted Change Order 04 from the contractor was for additional concrete between the new sidewalk and the batting cage concrete. The new concrete will eliminate the potential for erosion in the area and additional long term maintenance. The change order also had additional concrete at the concession stand to sawcut at an expansion joint to create a cleaner final product.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lieb', is written over a faint, light blue circular stamp.

Christopher Jay Lieb, PE



MEMORANDUM

TO: City Legal

FROM: Will Mastin, Project Manager
Architectural Engineering Department

DATE: 11/12/24

SUBJECT: Change Order #001 Westside Park – Parking & Accessibility Upgrades

Project Number: PR-009-23

JUSTIFICATION FOR CHANGE ORDER:

The total contract amount for the subject project is \$260,000.00, which includes a Contingency Allowance of \$10,000.00.

The attached Change Order will increase the Contract Sum by \$17,042.54: the amount needed after the use of the Contingency Allowance.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor would be cost prohibitive and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Friday, October 18, 2024

Change Order 04

1. Concrete Between Batting Cage and Sidewalk (45 sy)
2. Concrete at the Concession Stand and Buddy Ball Field (25sy)

Description	Qty	Unit	Unit Price	Total Price
Extra Concrete Work as Described Above	1	LS	\$ 5,250.00	\$ 5,250.00
Bond	1	LS	\$ 105.00	\$ 105.00
Subtotal				\$5,355.00

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
			Subtotal	\$8,187.54

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602

will.mastin@cityofmobile.org

Monday, September 30, 2024

Change Order 01				
Sidewalk (400 SF), 6" Header (40 LF), Concrete Flume, Valley Gutter (115 LF)				
Description	Qty	Unit	Unit Price	Total Price
Change Order 01	1	LS	\$ 11,250.00	\$ 11,250.00
Bond	1	LS	\$ 2,250.00	\$ 2,250.00
Subtotal				\$13,500.00

Change order cost includes the cost of materials and labor for the requested changes per the project construction drawings (6/12/24) provided.

Please let us know if you want to proceed as soon as possible.

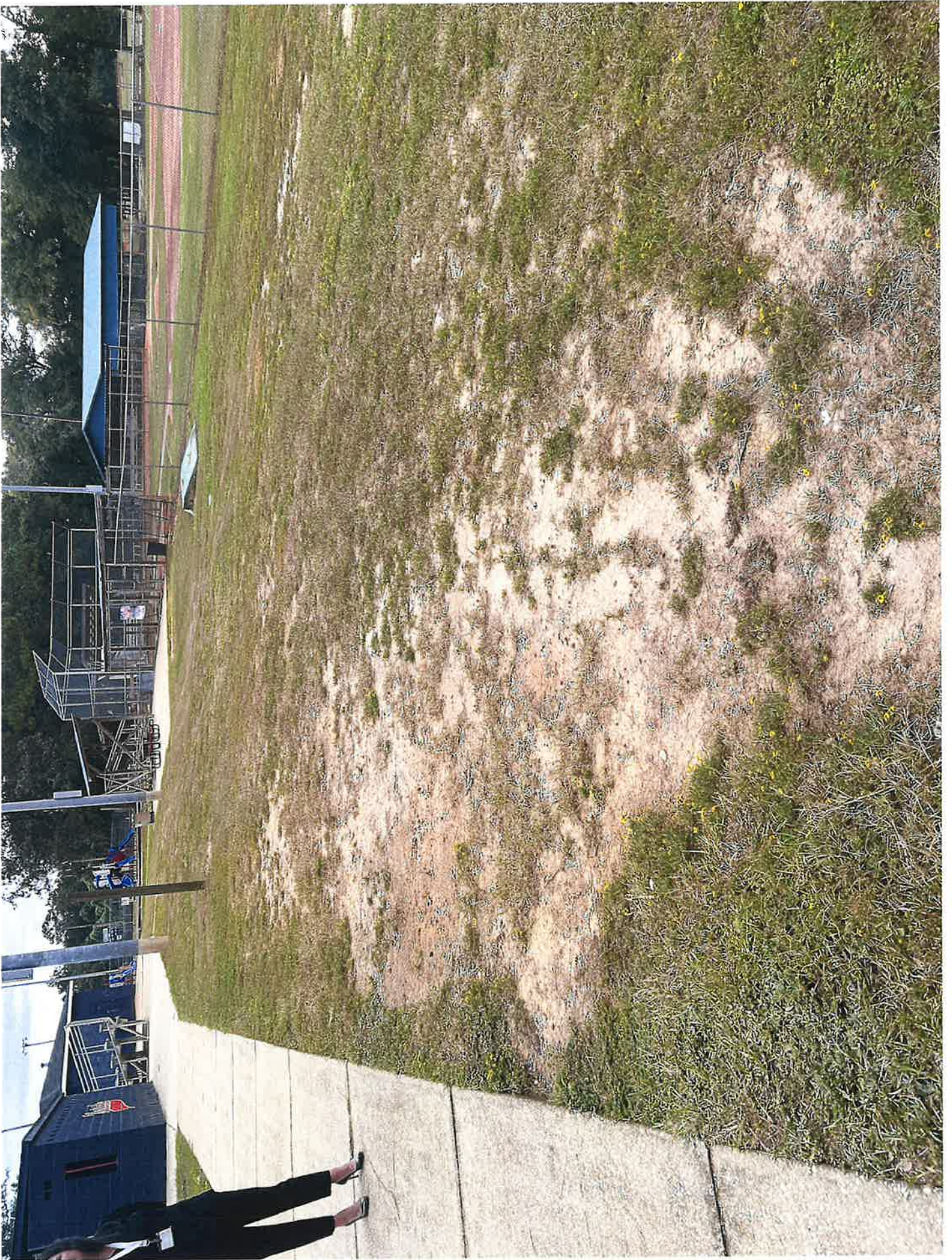
Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	







Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
			Subtotal	\$8,187.54

Please let us know if you want to proceed as soon as possible.
Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	





CAPITAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: CO#1, WESTSIDE PARK-PARKING & ACCESSIBILITY UPGRADES

PROJECT LOCATION: 1001 SCHILLINGER RD., MOBILE, AL 36608

DEPARTMENT PROJECT NUMBER: PR-009-23

CHANGE ORDER #: ONE (1) AMOUNT: \$17,042.54 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 5057

CAPITAL ACCOUNT: C0790 CIP WESTSIDE PARK ADA & PARKING

VENDOR #: 296459 VENDOR NAME: PARTEN SMITH, INC.

Prepared by: BRENDA PARKER Date: 11/13/2024

REVIEWED AND APPROVED BY:

Cassie Boatwright
11/14/2024 12:10 PM
boatwright@cityofmobile.org

Cassie Boatwright
11/19/2024 11:27 AM
boatwright@cityofmobile.org

Nick Amberger
11/19/2024 11:38 AM
nick.amberger@cityofmobile.org

Brenda Rhodes
11/19/2024 04:06 PM
brenda.rhodes@cityofmobile.org

Victoria Shoots
12/01/2024 04:03 PM
victoria.shoots@cityofmobile.org

Ricardo Woods
12/02/2024 05:45 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 11/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH. INC. V#296459

DISTRICT#: Select Item. 6

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD (+) \$ 17042.54 from Capital Project#/Title:

C0790 CIP WESTSIDE PARK ADA & PARKING
to contract# 5057.

Total amount of Change Order: \$ 17042.54

Current contract amount: \$ 260,000.00

Revised contract amount: \$ 277,042.54

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR
ADDITIONAL SCOPE OF WORK NOT INCLUDED IN ORIGINAL CONTRACT.

BRENDA PARKER
Employee signature

C. B. Parker
Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESIBILITY UPGRADES
PROJECT LOCATION: 1001 SCHILLINGER RD., S., MOBILE, AL 36608
DISTRICT #: 6
PROJECT #: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, INC.
VENDOR #: 296459

The attached change order number one (1) to contract with Parten Smith, Inc. dated 11/12/24, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.



Will Mastin, Project Manager
Architectural Engineering Department



Cassie Boatwright, Director
Real Estate Asset Management

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Westside Park - Parking and ADA
Improvements
1001 Hitt Road
Mobile, Alabama 36695

CONTRACT INFORMATION:
Contract For: Construction

Date: August 27, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: October 29, 2024

OWNER: *(Name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ARCHITECT: *(Name and address)*
Lieb Engineering Company, LLC
1290 Main Street, Suite E
Fairhope, Alabama 36526

CONTRACTOR: *(Name and address)*
Parten Smith, Inc.
P.O. Box 189
St. Elmo, Alabama 36568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The total contract amount for the subject project is \$260,000.00, including a \$10,000.00 contingency allowance. \$10,000.00 Contingency allowance and an additional \$17,042.54 change order to include additional work:

- Additional ADA access concrete walk, 6" concrete header, concrete flume, and gutter - \$13,500.00
- Additional concrete steps, paving, and handrail at dugout, and curbing at parking area - \$8,187.54
- Additional concrete at concession stand and dugout - \$5,355.00

The original Contract Sum was	\$	260,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	260,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,042.54
The new Contract Sum including this Change Order will be	\$	277,042.54

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be November 18, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lieb Engineering Company, LLC
ARCHITECT *(Firm name)*

Chris Lieb

SIGNATURE

Chris Lieb, PE

PRINTED NAME AND TITLE
11/14/2024

DATE

Parten Smith, Inc.
CONTRACTOR *(Firm name)*

Rosa

SIGNATURE

Robert D. Parten, Sr., Vice-
President

PRINTED NAME AND TITLE
11/14/2024

DATE

City of Mobile
OWNER *(Firm name)*

William S. Stimpson
2024.12.05 09:15:13
-06'00'

SIGNATURE

William S. Stimpson, Mayor

PRINTED NAME AND TITLE
5 day of December 2024

DATE

ATTEST:

 Lisa Chantel



1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, October 30, 2024

City of Mobile
Attn: Shannon McIntyre

Re: Change Order #1 Letter – West Side Park Improvements

Shannon,

The submitted Change Order 01 from the contractor was for a header curb and concrete flume and additional sidewalk. This additional concrete will help prevent erosion and aid in reducing long term maintenance.

The submitted Change Order 03 from the contractor was for additional concrete between the new ramp and the dugout. This will allow for a cleaner access to the dugout and reduce long term maintenance in the area. The change order also included the replacement of the handrail to the back of the concession stand. This will allow for a much cleaner and consistent end product. The change order also included a curb at one section of the handicap parking. This will divert stormwater around the parking to help with maintenance.

The submitted Change Order 04 from the contractor was for additional concrete between the new sidewalk and the batting cage concrete. The new concrete will eliminate the potential for erosion in the area and additional long term maintenance. The change order also had additional concrete at the concession stand to sawcut at an expansion joint to create a cleaner final product.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lieb', is written over a light blue horizontal line.

Christopher Jay Lieb, PE



MEMORANDUM

TO: City Legal

FROM: Will Mastin, Project Manager
Architectural Engineering Department

DATE: 11/12/24

SUBJECT: Change Order #001 Westside Park – Parking & Accessibility Upgrades

Project Number: PR-009-23

JUSTIFICATION FOR CHANGE ORDER:

The total contract amount for the subject project is \$260,000.00, which includes a Contingency Allowance of \$10,000.00.

The attached Change Order will increase the Contract Sum by \$17,042.54: the amount needed after the use of the Contingency Allowance.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor would be cost prohibitive and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Friday, October 18, 2024

Change Order 04				
1. Concrete Between Batting Cage and Sidewalk (45 sy)				
2. Concrete at the Concession Stand and Buddy Ball Field (25sy)				
Description	Qty	Unit	Unit Price	Total Price
Extra Concrete Work as Described Above	1	LS	\$ 5,250.00	\$ 5,250.00
Bond	1	LS	\$ 105.00	\$ 105.00
Subtotal				\$5,355.00

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
Subtotal				\$8,187.54

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Monday, September 30, 2024

Change Order 01				
Sidewalk (400 SF), 6" Header (40 LF), Concrete Flume, Valley Gutter (115 LF)				
Description	Qty	Unit	Unit Price	Total Price
Change Order 01	1	LS	\$ 11,250.00	\$ 11,250.00
Bond	1	LS	\$ 2,250.00	\$ 2,250.00
Subtotal				\$13,500.00

Change order cost includes the cost of materials and labor for the requested changes per the project construction drawings (6/12/24) provided.

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	







Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

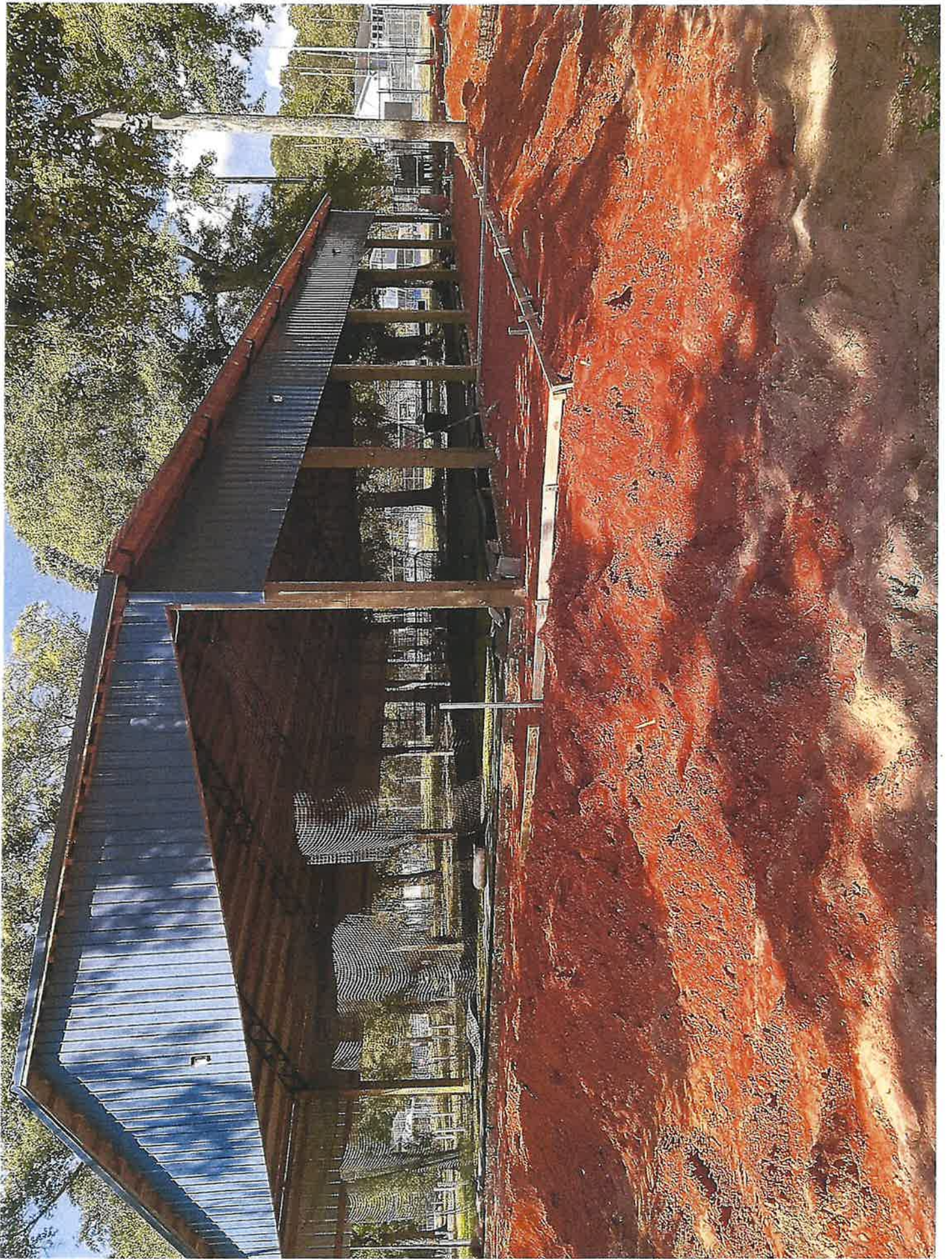
Wednesday, October 2, 2024

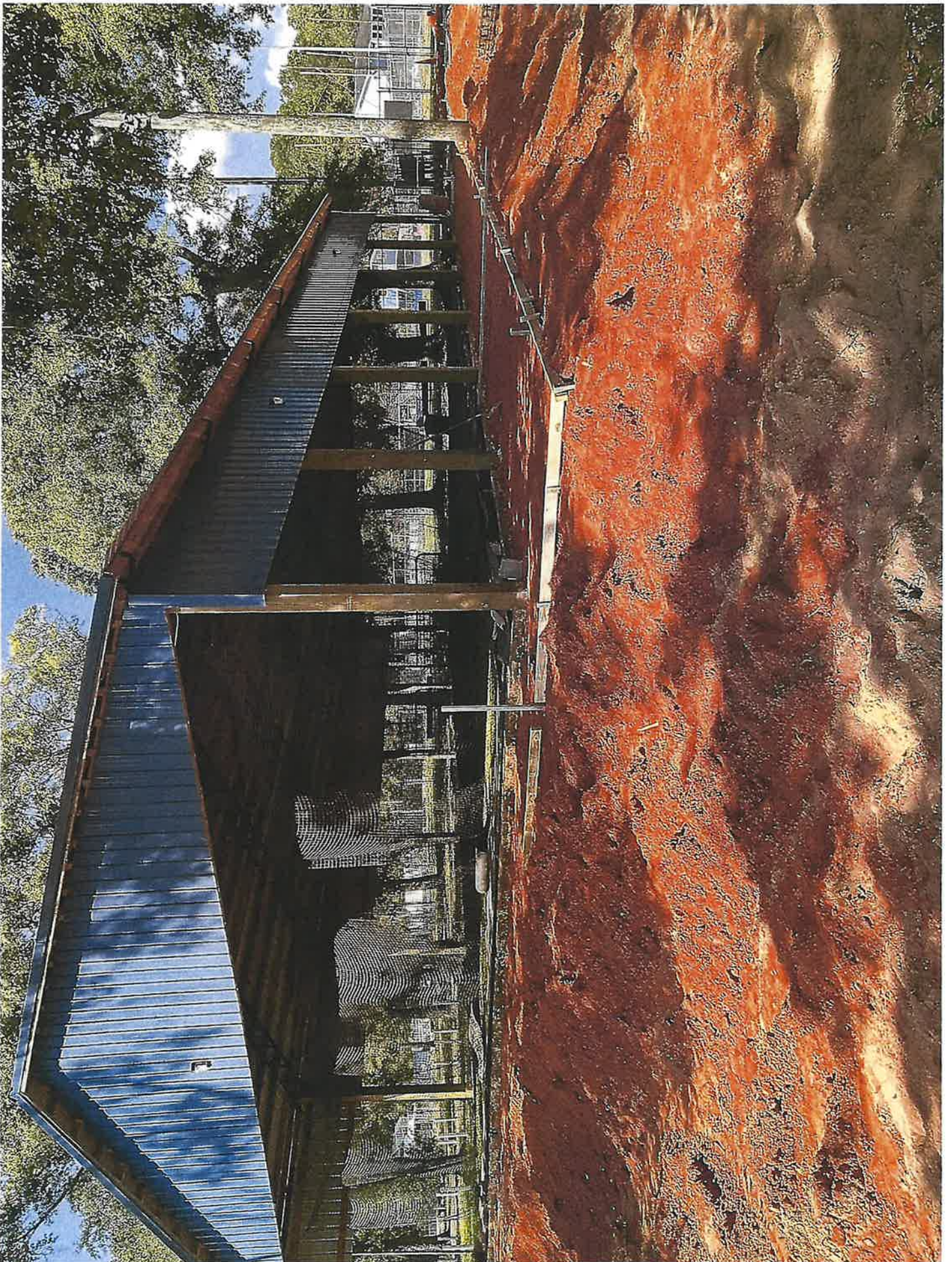
Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
Subtotal				\$8,187.54

Please let us know if you want to proceed as soon as possible.
Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	







CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Westside Park - Ballfield & Parking Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-42200)

CONTRACT AMOUNT: \$69,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-25

PROJECT DESCRIPTION: Design Services for new ballfield and parking lot lighting improvements.

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 II

Date: 12/02/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

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: CIP Westside Park - Ballfield & Parking Lighting Improvements

Project Number: PR-007-25

Amount: \$69,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Westside Park - Ballfield & Parking Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-42200)

CONTRACT AMOUNT: \$69,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-25

PROJECT DESCRIPTION: Design Services for new ballfield and parking lot lighting improvements.

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 II Date: 12/02/2024



11.27.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "West Side Park - Ballfield Lighting Improvements" in the amount of \$69,000.00.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Engineering
Department:	Architectural Engineering
Fiscal Year:	2025
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: West Side Park - Ballfield & Parking Lighting Improvements
1001 Schillinger Road South
Mobile, Alabama 36608

Project Number: PR-007-25

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 Sixty-Nine Thousand AND 00/100 DOLLARS (\$69,000.00).
- 1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated November 7, 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 one (1) set 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 November 7, 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. 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
2. Projects over \$1,000,000 to be determined by Owner

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. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then 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 November 7, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

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

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed

under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

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

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent 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

Christina Marie
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 18th day of November, 2024.

Sharon Hunnicutt

NOTARY PUBLIC

My Commission Expires: 7/14/2025





November 7, 2024

Ms. Shannon McIntyre
Architectural Engineering
Capital Projects Manager / Park Planning
City of Mobile
205 Government Street
Fifth Floor, Room 546
P.O. Box 1827
Mobile, Alabama 36633-1827

Re: Engineering Services Fee Proposal
West Side Park Field Lighting

Dear Shannon,

We propose to render professional engineering services for the above-mentioned project. The owner of this project is the City of Mobile. The proposal includes the tasks as described below:

The estimated cost of the work to be designed by Jaguar Consulting is \$1,275,875.00. The scope of work is to provide design documents to rebuild the electrical service and provide new LED lighting for (4) fields and new LED lighting and light structure for (2) fields. The new electrical service will be 208Y120 Volt. The scope also includes provisions for security and parking lot lighting as well as the removal and reconfiguration of existing dilapidated equipment located approximately 100' northwest of the existing electrical service yard. The existing poles are to be re-used for (4) fields. As much of the existing field distribution wiring is to be re-used as is appropriate. Final construction will be dependent on the funding limits.

We propose to render services and make submittals as follows:

100% Construction Documents and specifications	\$55,000.00
Cost Estimate for the Electrical work as designed	
Assistance During Bidding	
Construction Administration – including supervision during construction	\$14,000.00

We propose a total fee of \$69,000.00. 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.

We are prepared to develop a schedule for the field work and associated documentation. 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.
Jaguar Consulting, LLC

Approved by: _____
Date: _____



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

West Side Park Baseball Field Lighting 11/7/2024

ITEM	QUANTITY	UNIT	TOTAL UNIT COST	TOTAL COST
ELECTRICAL - DIVISION 26				
Demolition				
Pole removal	10	EA	5,000.00	50,000.00
Service removal	1	EA	3,000.00	3,000.00
Subtotal				53,000.00
Switchgear/Service				
Service Metering	2	EA	1,500.00	3,000.00
Service Pedestal	1	EA	5,000.00	5,000.00
400A 208V MCB PANEL	2	EA	3,000.00	6,000.00
Handholes 24x36	7	EA	1,600.00	11,200.00
Subtotal				25,200.00
Feeders & General Ckts				
400A Feeder - EMT	20	LF	100.00	2,000.00
Ltg ckts - 3/4" EMT #8AWG	2,250	LF	50.00	112,500.00
Boring	2,250	LF	100.00	225,000.00
Subtotal				339,500.00
Lighting / Power				
Musco (6) Baseball Field Packages	1	EA	560,000.00	560,000.00
Parking / Security Lighting	1	EA	40,000.00	40,000.00
Subtotal				600,000.00
Grounding				
Service Grounding - 20' Delta	2	EA	1,500.00	3,000.00
Subtotal				3,000.00
Electrical SubTotal				\$1,020,700.00
Overhead and Profit				\$1,275,875.00



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: 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: Archique.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	JaguarEngineers@jaguar.com

RFP/RFQ Solicitation Number	
Project Description	Westside Park - Ballfield Lighting Improvements
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: [Signature] Date: 11/18/2024
Title: Owner - Professional Engineer

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

Subcontracting and Major Supplier Plan

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

Please Print Company Leagues Consulting Your Bid/Proposal Amount \$

Please Print Company Jaquez Consulting Your Bid/Proposal Amount \$ 609,000 Date: _____

11 / 18 / 2021 Description Westside Park Bullfield Lighting Improvements

Name of Bidder/Proposer: Christina Marie

Date:

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	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).

PR-007-25 Westside Park - Ballfield & Parking Lighting Improvements

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

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AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To execute a Strategic Communication Services Agreement between City of Mobile and PM Group, Inc.

Amount of Contract:

\$232,800.00 payable in 12 equal installments of \$19,400.00 per month

Funding Source

General Fund 10090540/42130

ATTACHMENTS:

1. PM Group Resolution FY25
2. PMG COM service contract 2024

REVIEWERS:

Patricia Primm

Scott Collins

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Strategic Communication Services between the City of Mobile and PM Group, Inc., attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk

**AGREEMENT FOR STRATEGIC COMMUNICATION SERVICES BETWEEN
THE CITY OF MOBILE AND PM GROUP, INC.**

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and PM Group, Inc., (PMG) an Alabama Corporation ("Service Provider").

WHEREAS, (PM Group, Inc.) (PMG), Service Provider offers strategic communications and community engagement services to the City of Mobile Public Safety department.

WHEREAS, the City of Mobile desires to utilize professional services in order to help the City of Mobile Police Department increase trust and awareness within the police department and communities throughout the City of Mobile.

WHEREAS, on _____, the City Council approved a contract with PM Group, Inc. to begin engaging the City of Mobile, for strategic communications and community engagement services.

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

1. SCOPE OF WORK : The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile Police Department are as follows:

CULTIVATE COMMUNITY ENGAGEMENT

- Identify areas to enhance presence throughout the community while emphasizing openness and accessibility.
- Focused Outreach and Building Trust: Establish and emphasize department's commitment to community initiatives, programs, public forums and meetings to sufficiently support and interact with community groups.

OUTREACH & AWARENESS CAMPAIGN

- Conduct a 3-tiered listening tour: Engage with community leaders, the City of Mobile Community Advisory Board, business owners, and the youth population to further gain insights and improve confidence with MPD.
- Identify and address high-priority issues or concerns raised during the listening tour to demonstrate responsiveness and capability.
- Highlight opportunities to increase visibility through community patrols and attending community events to build rapport and trust.

POLICE CHIEF STRATEGIC ALIGNMENT:

- Communications Training: Sessions with Police Chief to initiate practice scenarios; including mock interviews and public forum discussions.
- Arrange media training sessions for the police chief and other key spokespersons.
- Strategy designed for bridging techniques to help express empathy and build trust while emphasizing a commitment to community engagement.
- Provide advisory on team alignment and accountability tools to improve team collaboration and effectiveness.

DEVELOP PLAN FOR WEBSITE UPDATES FOR MPD

- Assess and review the primary goals and purpose of MPD's website.
- Evaluate and align the design and visual appeal to ensure the proper representation of the department's identity.
- Review and assess the content for accuracy and engages the community, such as events, news updates, and social media integration.
- Prioritize the areas of concerns by focusing on the most critical updates and usability enhancements.
- Create a clear plan for implementing the necessary changes, including timelines, budget considerations, and resource needs.

MONITOR AND EVALUATE:

- Continuously monitor the effectiveness of the strategy by tracking public sentiment, media coverage, and community feedback.
- Utilize surveys and data analytics to gauge the impact of strategy efforts.
- Make adjustments and refinements based on the feedback received.

LONG-TERM SUSTAINABILITY:

- Review to ensure that the strategy is sustainable for the long-term.
- Create accountability protocol for ongoing commitment to building trust and positive relationships with the community.
- Review and adapt the strategy periodically to address evolving community needs and concerns.

It is our commitment to introduce a strategy that aims to improve the Mobile Police Department's image and deliver positive messages throughout the community. Remember, building trust and changing public perception takes time, so consistency, transparency, and genuine community engagement are crucial for long-term success.

2. TERM: The Services are to be performed beginning October 1, 2024 through September 30, 2025. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.

3. **COMPENSATION:** Service provider's fees are as follows:
The amount payable to (PMG) for the services provided under this Agreement, shall be in the amount of \$232,800. This amount shall be paid in twelve equal payments of \$19,400 per month.
4. **INVOICE:** Service Provider shall submit an invoice for said monthly fee at the appropriate time. The City will not pay Service Provider for any travel expenses that have not been pre-approved. It is the Service Provider's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.
6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.
7. **INSURANCE REQUIREMENTS:** Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein:

A. Types of Insurance Coverage and Limits

1. Automobile Liability Insurance: Limits of \$1,000,000 combined single limit covering "Any Auto" utilized by the Service Provider, its agents, servants, or employees in any way for its work under this Agreement. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum owned, non-owned, and hired automobiles.
2. Workers Compensation and Employer's Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Employer's Liability (each accident); \$1,000,000 for Employer's Liability disease (policy limit); and \$1,000,000 for Employer's Liability disease (each employee).

3. Professional Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Service Provider's liability.

B. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

C. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. **INDEMNITY**: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any 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, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION**: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.
10. **ANTI-BOYCOTT**: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
11. **VENUE**: The Parties agree 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 Mobile County, Alabama.

12. 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.
13. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
14. FORCE MAJEUR: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.
15. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.
16. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.
17. TERMINATION: Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.
18. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.
19. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: PM Group, Inc.
P.O. Box 851088
Mobile, AL 36685

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal
Corporation

SERVICE PROVIDER: PM Group, Inc.

By: _____
Name: William S. Stimpson
As its: Mayor

By: _____
Name: Juan Peasant
As its: President

ATTEST:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Civic Center Financing Bonds Reimbursement Resolution 12-12-2024

REVIEWERS:

Vilater Green

**REIMBURSEMENT RESOLUTION PURSUANT TO
SECTION 1.150-2 OF THE REGULATIONS UNDER THE INTERNAL REVENUE CODE**

WHEREAS, the City of Mobile, Alabama (the "City") intends to use the proceeds of tax-exempt bonds or notes to pay or reimburse the City for capital expenditures made during the next 3 years with respect to the City's civic center and related facilities, and other facilities of the City. The capital expenditures to be financed include (i) construction, acquisition and equipping of the new Mobile Civic Center, (ii) capital expenditures identified in the most recent capital budget approved by the City or in capital budgets approved after adoption of this resolution, and (iii) any other capital expenditures approved by the City with respect to its facilities during the next 3 years. The bonds or notes may be issued in one or more series.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby expresses its official intent to issue tax-exempt or tax-advantaged bonds or notes in a principal amount not to exceed \$250 million to pay or reimburse such capital expenditures described in this resolution. This resolution is intended to preserve the City's ability to finance the capital expenditures with tax-exempt or tax-advantaged bonds or notes by expressing official intent for purposes of Section 1.150-2 of the regulations under the Internal Revenue Code.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF MOBILE, ALABAMA, this ____ day of _____, 2024.

I, Lisa C. Lambert, City Clerk of the City of Mobile, Alabama, do hereby certify the foregoing to be a true and exact copy of a Resolution approved and adopted by the City Council of Mobile, Alabama, at its regular meeting held on the ____ day of _____, 2024.

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 K & K Systems Inc for four towable solar-powered LED arrow sign boards for Public Services.

Amount of Contract:

\$20,171.24

Funding Source

General fund.

ATTACHMENTS:

1. 20241210 KK Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 December 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 K & K Systems Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to K & K Systems Inc for four towable solar-powered LED
arrow sign boards for Public Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,171.24

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: BuyBoard cooperative purchasing agreement, not on state contract. 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>2412</u>	2025	(2086E) RIGHT OF WAY MOWING	4 TOWABLE SOLAR-POWERED LED ARROW SIGN BOARDS FOR PUBLIC SERVICES (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$20,171.24	<u>(294556) K&K SYSTEMS INC</u>

Adopted:

City Clerk

=====	=====
Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
	Page 1
=====	=====

Vendor
K&K SYSTEMS INC
687 PALMETTO RD

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

TUPELO, MS 38801

Tel#888-414-3003
Fax 662-566-7123

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

-----	-----
Date Ordered	Vendor Number
Date Required	Ship Via
Terms	Department
-----	-----
11/19/24	294556
	RIGHT OF WAY MOWING
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER BUYBOARD CONTRACT 703-23 WHICH EXPIRES ON 05-31-2025 AND YOUR QUOTE QU01353

001	SOLAR POWERED, 25 LAM;P (LED) AROW BOARD. SIGN DIMENSIONS ARE 48X96 ALL ALUMINUM FABRICATION WITH FLAT BLACK POWDER COAT FINISH TO GIVE SMOOTH LOOK, 40 WATT SOLAR PANEL, SOLAR REGULTOR WITH LVD TO PROTECT BATTERIES FROM OVER DISCHARGE. 2 (TWO) 18 AMP BATTERIES, (5)-FIVE SWIVEL TYPE JACS, ONE ON EACH CORNER OF TRAILER AND ONE ON THE TOUNGUE Vendor Item No.: AT254896	4.00 EACH	4464.42000	17857.68
-----	--	--------------	------------	----------

1	1000.40.20.2070.2086.2070.0000.0000.44020.	17857.68
---	--	----------

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	--

Page 2

Vendor
 K&K SYSTEMS INC
 687 PALMETTO RD

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

TUPELO, MS 38801

Tel#888-414-3003
 Fax 662-566-7123

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN Description / Account	Qty	Unit Price	Net Price
BEFORE 2:30 PM MOBILE, AL 36604			

002 A3BL THREE SMALL AMBER INDICATOR LIGHTS ADDED TO THE BACK OF DISPLAY. ADDITIONAL WIRING INCLUDED. Vendor Item No.: A3BL	4.00	92.01000	368.04
	EACH		

1 1000.40.20.2070.2086.2070.0000.0000.44020.	368.04
--	--------

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

003 BCH-1212-KIT BCH-1212-KIT 12 AMP BATTERY CHARGER WITH PROTECTIVE PLUG COVER AND MOUNTING HARDWARE. Vendor Item No.: BCH-1221-KIT	4.00	222.13000	888.52
	EACH		

1 1000.40.20.2070.2086.2070.0000.0000.44020.	888.52
--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

004 ST ST SITE LUBE. INCLUDES MOUNTING HARDWARE. Vendor Item No.: ST ST	4.00 EACH	25.19000	100.76
--	--------------	----------	--------

1 1000.40.20.2070.2086.2070.0000.0000.44020.			100.76
--	--	--	--------

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
--	---

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN Description / Account	Qty	Unit Price	Net Price
005 ATDF ATDF DIAMOND PLATE FLOOR.	4.00 EACH	239.06000	956.24

Vendor Item No.: ATDF

1 1000.40.20.2070.2086.2070.0000.0000.44020.	956.24
--	--------

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total	20171.24
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	20171.24	5420795.86
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	--

Page 5

Vendor
 K&K SYSTEMS INC
 687 PALMETTO RD

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

TUPELO, MS 38801

Tel#888-414-3003
 Fax 662-566-7123

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled12/09/24 SANDRA LEWIS			
	Approved 11/20/24 KINA ANDREWS			Requisition item removed chang
	Approved 11/20/24 SHONNDA SMITH			Auto approved by: 910518244
	Approved 11/20/24 CHERI BOUCHER			Auto approved by: 910518244
	Approved 11/20/24 ASHLEY PHILLIPS			Auto approved by: 910518244
	Approved 12/10/24 SHONNDA SMITH			Auto approved by: 910518787
	Approved 12/10/24 CHERI BOUCHER			
	Approved 12/10/24 ASHLEY PHILLIPS			Auto approved by: 910518787
	Queued 12/10/24 DONALD ROSE			QUOTE
	Queued 12/10/24 SANDRA LEWIS			QUOTE
	Queued 12/10/24 STEVEN KRONINGER			QUOTE
	Queued 12/10/24 SAMANTHA COOLEY			QUOTE
	Queued 12/10/24 LONELL HARRIS			QUOTE
	Queued 12/10/24 ANNE FOLEY			QUOTE
	Queued 12/10/24 JOHN PAINE			QUOTE

Authorized By: _____ Date: _____
 Signature

April 21, 2024

Sent via email to: arobinson@k-ksystems.com

Amanda Robinson
K&K Systems, Inc.
687 Palmetto Rd
Tupelo MS 38801

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

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.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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



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

Rachel Laurie Riddle
Chief Examiner

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 North American Fire Equipment Co Inc for 8 SuperVac 18 in battery-operated variable-speed positive-pressure fans for MFRD.

Amount of Contract:

\$40,106.08

Funding Source

FY2024 Port Security Grant Program

ATTACHMENTS:

1. 20241212 NAFECO Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 December 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 North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 8 SuperVac 18
in battery-operated variable-speed positive-pressure fans for MFRD.
FY2024 Port Security Grant Program

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$40,106.08

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 5919

How many bidders received bid packages (if applicable): 27+ web

How many bidders submitted bids (if applicable): 2

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>622</u>	2025	(2590) GRANT MANAGEMENT	8 SUPERVAC 18IN BATTERY-OPERATED VARIABLE-SPEED POSITIVE-PRESSURE FANS FOR MFRD (SEALED BID 5919)	\$40,106.08	<u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved
--	---

Page 1

Vendor

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

 Delivery Reference
 KELSI TIPPERY/JASON BROWNE

 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
10/11/24	00000				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER MY BID #5919 AND YOUR QUOTE. FAN, DEWALT FLEXVOLT BATTERY PPV 18"PPV, 2X 9 AH BAT., 2X AC CHARGERS, SHORE POWER, #V18-BD-09-SP. NO SUBSTITUTIONS.	8.00 EACH	5013.26000	40106.08
1 5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .FLEXVOLT .			40106.08

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/JASON BROWNE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

*****LINE 002 to be sourced to different vendor*****

002 BATTERIES, DEWALT #BD09-X2, 9 AH, 20 VOLT/60 VOLT, LITHIUM ION FLEX VOLT, 2 PACK. NO SUBSTITUTES.	8.00 EACH	366.50000	2932.00
1 5309.30.15.0000.0000.1530.0000.0000.47020.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/JASON BROWNE 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
10/11/24	00000				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	E G-PDPORT24.INVJUST2 .9AHBATT .			2932.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/JASON BROWNE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total	43038.08
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDPORT24.INVJUST2 .9AHBATT .	2932.00	91536.56
E G-PDPORT24.INVJUST2 .FLEXVOLT .	40106.08	91536.56

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	40106.08	
PORT SECURITY GRANT EXP EQUIPMENT (GREATER \$5000)		
5309.30.15.0000.0000.1530.0000.0000.47020.	2932.00	
PORT SECURITY GRANT EXP EQUIPMENT (LESS THAN \$5000)		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/JASON BROWNE

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
10/11/24	00000				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/11/24	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	10/11/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/11/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/11/24	SHAUNAGYE SIMMS	
Approved	10/11/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	10/14/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/14/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/14/24	SHAUNAGYE SIMMS	
Approved	10/14/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	12/11/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	12/11/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/11/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	12/11/24	RANDY THREADGILL	
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	10/11/24	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	10/11/24	LONELL HARRIS	Auto approved by: 9105fo1a
Approved	10/11/24	ANNE FOLEY	
Approved	10/11/24	JOHN PAINE	Auto approved by: 9105fo1a
Approved	12/11/24	DONALD ROSE	Auto approved by: 9105paij
Approved	12/11/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/11/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/11/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/11/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	12/11/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/11/24	JOHN PAINE	Approved by: 9105neej

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved
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Page 4

Vendor

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

 Delivery Reference
 KELSI TIPPERY/JASON BROWNE

 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
10/11/24	00000				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

BID #5919 INDUSTRIAL SUPPLIES ANALYSIS

LINE 1- 8 EACH FAN DEWALT FLEXVOLT BATTERY PPV, 18"PV, 2X9 AA BATTERY,
2 X AC CHARGERS, SHORE POWER, #V18-BD-09-SP

SUNBELT FIRE-----\$5165.00 EACH

NORTH AMERICAN FIRE EQUIPMENT CO-----\$5013.26 EACH

TOOL SMITH CO-----NO BID

LINE 2- 12 PACKS BATTERIES, DEWALT #BD09-X2, 9AH, 20 VOLT/60 VOLT,
LITHIUM ION FLEX VOLT, 2 PACK

SUNBELT FIRE_____ \$485.00 EACH

NORTH AMERICAN FIRE EQUIPMENT CO_____ \$473.86

TOOL SMITH CO_____ \$366.50

LINE 3- 8 KITS DEWALT BATTERY AND CHARGER KIT, FLEXVOLT, LITHIUM ION CHARGER,
INCLUDED: 1 EACH 9AH 20 VOLT FLEXVOLT BATTERY AND 1 EACH
DCB118 20 VOLT MAX LITHIUM ION RAPID CHARGER, DEWALT
#DCB118X1.

SUNBELT FIRE_____ \$385.00

NORTH AMERICAN FIRE EQUIPMENT CO_____ \$394.88

TOOL SMITH CO_____ NO BID

REQ #622 AND 1413.

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:
11/20/2024	5919	FIRE	AS SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, December 10, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	INDUSTRIAL SUPPLIES The City of Mobile is requesting bids on the following items: APPX 8-16 ea Fan, Dewalt Flexvolt battery PPV, 18”PPV, 2x9 AA battery, 2 x AC chargers, shore power, #V18-BD-09-SP. NO SUBSTITUTIONS. At time of award, the City of Mobile will purchase a minimum of 8 fans. APPX 12-24 packs Batteries, Dewalt #BD09-X2, 9AH, 20 volt/60 volt, lithium ion flex volt, 2 pack. NO SUBSTITUTIONS. At time of award, the City of Mobile will purchase a minimum of 12 packs of batteries. APPX 8-16 kits Dewalt battery and charger kit, flexvolt, lithium ion charger, included: 1 each 9AH 20 volt/60 volt flexvolt battery and 1 each DCB118 20 volt max lithium ion rapid charger, Dewalt #DCB118X1. NO SUBSTITUTIONS. REF: Grainger #54DC95 At time of award, the City of Mobile will purchase a minimum of 8 kits. Pricing to be held firm for three (3) months from date of the award of this bid. Pricing shall be delivered price FOB Mobile. No substitutes will be allowed. 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 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org . CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO 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 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: December 17, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to STONS Inc for annual renewal of Monday.com software for MPD Cyber.

Amount of Contract:

\$73,242.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241210 STONS Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 December 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 STONS Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to STONS Inc for annual renewal of Monday.com software for
MPD Cyber.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$73,242.00

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: GSA contract. 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>3056</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF MONDAY.COM SOFTWARE FOR MPD CYBER (GSA CONTRACT, BID EXEMPT AS SOFTWARE)	\$73,242.00	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003056-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY
 SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	297526	12/25/24			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA #GS35F153GA.

001 STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. LICENSE FOR SOFTWARE AS SPECIFIED:	150.00	488.28000	73242.00
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Additional Description Notes

Monday.com ENT users

Qty: 150

Customer Success manager plan-10 Strategic touchpoints-15 consulting hours
 per year to be provided by Monday.com

Start Date: 12/24/2024-12/23/2025

Vendor Item

Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42115.	73242.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003056-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved
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Page 2

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY
 SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	297526	12/25/24			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total 73242.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.		
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS	73242.00	2039198.17

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

Activity	Date	Clerk	Comment
Approved	12/09/24	JASON SMITH	Reviewed and Approved
Approved	12/09/24	CURTIS GRAVES	Auto approved by: 910520680
Approved	12/10/24	ROBERT LASKY	
Approved	12/10/24	CURTIS GRAVES	Auto approved by: 910519642
Approved	12/10/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	12/10/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	12/10/24	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	12/10/24	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	12/10/24	LONELL HARRIS	Auto approved by: 9105fo1a
Approved	12/10/24	ANNE FOLEY	
Approved	12/10/24	JOHN PAINE	Auto approved by: 9105fo1a
Approved	12/10/24	ANNE FOLEY	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
 Signature

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 27, 2021 through December 28, 2026

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Large



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL NUMBER</u>	<u>LOWEST PRICED</u>
511210	E06KVLL	\$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: \$500,000

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor



12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. UEI NUMBER: E5GCV3QWQ459

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.
- c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular least 60 days must be given in accordance with FAR 12.404(b)(2)
- d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X _____ 2. Software Maintenance Services (SIN 54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) it's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(c) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall

insert the discounted pricing for right-to-copy licenses = None



**USACOMMITMENTTOPROMOTE
SMALLBUSINESSPARTICIPATION
PROCUREMENTPROGRAMS**

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: **Company Point of contact:** [Amir Shalev](#) phone number: [\(646\) 875-5499](#) e-mail address: amir.shalev@stons.biz fax number: [\(646\) 839-2727](#)

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.



This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- x The customer identifies their requirements.
- xFederal Supply Schedule Contractors may individually meet the customers needs, or x Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement. x
- Customers make a best value selection.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 Thompson Tractor Co Inc for Caterpillar 150KW natural gas standby generator with enclosure and transfer switch for MPD 3rd Precinct.

Amount of Contract:

\$69,395.00

Funding Source

Capital equipment MPD 3rd Precinct Emerg Generator

ATTACHMENTS:

1. 20241212 Thompson Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 December 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 Thompson Tractor Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 150KW natural gas standby generator with enclosure and transfer switch for MPD 3rd Precinct.
Capital equipment MPD 3rd Precinct Emerg Generator

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,395.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

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>1868</u>	2025	(3032) ARCHITECTURAL ENGINEERING	CATERPILLAR 150 KW NATURAL GAS STANDBY GENERATOR FOR MPD 3 RD PRECINCT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$69,395.00	<u>(203865)</u> <u>THOMPSON</u> <u>TRACTOR CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001868-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD

MOBILE, AL 36617

SPANISH FORT, AL 36527

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/24	203865	11/06/24			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PR YOUR QUOTE: MOD-31412451

SOURCEWELL CONT#092222-CAT

SOURCEWELL ACCT#28870

001	QTY (1) CATERPILLAR 150KW NATURAL GAS STANDBY GENERATOR SET PRICING INCLUDES: •208 VAC 3 PH 60 HZ •UL2200 •WEATHERPROOF SOUND ATTENUATED ENCLOSURE •BATTERIES WITH BATTERY CHARGER •JACKET WATER HEATER •600A 100% RATEDCIRCUIT BREAKER, WITH SHUNT TRIP CONTACTS •REMOTE ANNUNCIATOR •REMOTE EMERGENCY STOP •STANDARD START Up SERVICES WITH 2 HR LOAD BANK TESTING •2 YEAR WARRANTY •FREIGHT QTY (1) 600A AUTOMATIC TRANSFER SWITCH •208V, 3 POLE, •NEMA 3R OUTDOOR ENCLOSURE •ENGINE EXERCISER •2 YEAR WARRANTY •FREIGHT	1.00 EACH	69395.00000	69395.00
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Additional Description Notes

 PER YOUR QUOTE: MOD-31412451
 SOURCEWELL CONT#092222-CAT
 SOURCEWELL ACCT#28870

FOR QUESTIONS OR CONCERNS CONTACT D. CORDINGLY @251.208.7637

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001868-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD

SPANISH FORT, AL 36527

MOBILE, AL 36617

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/24	203865	11/06/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

PRICING QUOTED ON THIS PURCHASE ARE TO BE CONSIDERED FIRM.

THERE SHALL BE NO PRICE ESCALATION OR CHANGES WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE.

NO EMPLOYEE OF THE CITY OTHER THAN THE PURCHASING AGENT SHALL HAVE THE PERMISSION TO APPROVE OR GRANT CHANGES TO THE PRICING OF THE ITEMS BEING PURCHASED.

ALL CHANGES, IF DONE MUST BE DONE IN WRITING AS WILL PERMISSION TO CHANGE.

NO EMPLOYEE OF THE CITY'S ARCH ENGINEERING, FACILITIES MAINTENANCE OR POLICE DEPARTMENT HAS THE PERMISSION OR AUTHORITY TO APPROVE PRICE CHANGES OR CHANGES THAT INCREASE THE COSTS TO THE CITY OF MOBILE.

1 2000.80.00.0000.0000.0000.0000.47010. E F365-001 .CAPEQUIPMT.	69395.00
--	----------

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001868-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
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Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD

MOBILE, AL 36617

SPANISH FORT, AL 36527

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/24	203865	11/06/24			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 69395.00

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

Account	Amount	Remaining Budget
E F365-001 .CAPEQUIPMT.	69395.00	605.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	69395.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Forward	11/06/24	CARLEEN STOUT	i
Approved	11/06/24	CASSIE BOATWRIGHT	
Approved	12/04/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/04/24	CASSIE BOATWRIGHT	
Approved	11/07/24	BRENDA RHODES	
Approved	11/07/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/07/24	RELYA MALLORY	Auto approved by: 910511034
Approved	12/04/24	BRENDA RHODES	
Approved	12/04/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/04/24	RELYA MALLORY	Auto approved by: 910511034
Rejected	12/03/24	JOHN PAINE	quote is expired need better

Caterpillar Inc.

Electrical energy power generation equipment

#092222-CAT

Maturity Date: 11/22/2026

Website: cat.com/governmentSourcewell
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

[Forgot username or password?](#)[Setup Buy Sourcewell access](#)

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 092222-CAT gives access to the following types of goods and services:

- CAT diesel generator sets
- CAT natural gas generator sets
- Automatic transfer switches
- Switchgear
- Controls
- Installation
- Extended service coverage
- CAT rental equipment
- Used equipment
- Parts
- Maintenance contracts
- Cat Finance Government Lease and financing

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:

cat.com/government

For rental of Caterpillar machines, tools, gensets, etc. please refer to contract #062320-CAT.

For purchase of new Caterpillar machines and work tools please refer to contract #032119-CAT.

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

eziQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 Wisperkool for 20 ton/45 KW portable vertical air conditioning and heating unit for Mobile Tennis Center.

Amount of Contract:

\$41,350.00

Funding Source

Capital equipment Tennis Center

ATTACHMENTS:

1. 20241212 Wisperkool Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 December 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 Wisperkool

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Wisperkool for 20 ton/45 KW portable vertical air conditioning and heating unit for Mobile Tennis Center.
Capital equipment Tennis Center

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$41,350.00

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 5922

How many bidders received bid packages (if applicable): 8+ web

How many bidders submitted bids (if applicable): 3

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>2245</u>	2025	(F6110) MOBILE TENNIS CENTER	WISPERKOOL 20-TON/45KW PORTABLE VERTICAL AIR CONDITIONING AND HEATING UNIT FOR MOBILE TENNIS CENTER (SEALED BID 5922)	\$41,350.00	<u>(299031)</u> <u>WISPERKOOL</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002245-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor WISPERKOOL 1001 N 3RD ST FORT SMITH, AR 72901 Tel#608-334-5999	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference VERTICAL HVAC Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/24	299031				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

001	PER BID #5922 AND YOUR QUOTE. WISPERKOOL 20T/45KW VERTICAL HVAC 480/3/60	1.00 EACH	40450.00000	40450.00
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1	2000.80.00.0000.0000.0000.0000.44020. E E0018 .OPERSUPPLS.			40450.00
---	---	--	--	----------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 VERTICAL HVAC

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

002	FREIGHT	1.00 EACH	900.00000	900.00
-----	---------	--------------	-----------	--------

Vendor Item
 Inventory Item/Loc 14009

1	2000.80.00.0000.0000.0000.0000.44020. E E0018 .OPERSUPPLS.			900.00
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002245-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/24	299031				MOBILE TENNIS CENTER

LN Description / Account	Qty	Unit Price	Net Price
Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference VERTICAL HVAC Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total 41350.00

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

Account	Amount	Remaining Budget
E E0018 .OPERSUPPLS.	41350.00	128615.16

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		

41350.00

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/15/24	SCOTT NOVAK	Auto approved by: 910518652
Approved	11/15/24	JACKIE BYERLEY	
Approved	11/15/24	KIM CARMODY	Auto approved by: 910518652

BID TABULATION FOR BID #5922

PORTABLE VERTICAL AIR CONDITIONING/HEATING UNIT (HVAC)

<u>VENDOR</u>	<u>PRICE</u>	<u>DELIVERY TIME</u>
WISPERKOOL	\$41,350	15 DAYS
TRANE US INC	\$53,781	14 DAYS
TAZA SUPPLIES INC	\$74,158	30-60 DAYS

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: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/22/2024	5922	Tennis Center	851 Gaillard Dr, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Tuesday, December 10, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PORTABLE VERTICAL AIR CONDITIONING/ HEATING UNIT (HVAC) The City of Mobile is requesting bids on a Portable Vertical 20 Ton Air Conditioning/Heating Unit for a large tent. Unit must meet the following MINIMUM specifications: ▪ Unit is Air Cooled – no water ▪ Must have a minimum of two (2) outlets and two (2) inlets ▪ To use 480 Volt – 3 Phase ▪ Cable to have Terminal Block Power Connection ▪ Unit will be used to cool/heat large tent ▪ Must be on skid type platform so unit can be moved by a forklift ▪ City will remove from rear of truck ▪ Unit to be set at rear of truck for removal by City of Mobile ▪ Vendor/shipper shall notify the City of planned delivery, no less than forty-eight (48) hours prior to an intended delivery ▪ If vendor/shipper fails to notify the City no less than forty-eight (48) hours, prior to the attempted delivery. The City will not pay re-delivery charges or waiting fees. ▪ City may change delivery location prior to the delivery. ▪ Freight to be included in price of unit ▪ Quote delivered price FOB Mobile, AL ▪ Quote heating capacity equal to 25 ton, cooling 30 ton ▪ City will consider options, within the above and previously stated terms on the Bid Form ▪ Refrigerant 410A ▪ Hot gas bypass valve ▪ RotoLock connections ▪ Vendor must include any supply and return grills that should be attached to the front of the unit.					
			TOTAL			

Page 1 of 3

Page 1 of 3

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 3 Provide literature and specifications on product to be provided with your bid. The welded structural frame is to be fabricated from 11-gauge steel. The access doors are 14-gauge steel and are to be insulated for sound and condensate control. Surfaces that contact condensate have 1" insulation. Frame surfaces are to protected with an ATP high-performance epoxy anti-chip powder coat primer, then powder coated with a white TGIC weather-resistant polyester (exterior and interior). Additional surface sealer is applied to the drain pan, condenser fan shelf, and the floor of the compressor compartment to further prevent rusting and deterioration. The cabinet is to be constructed with side and top tent clamp tethers. Make _____ Model _____ State warranty: _____ _____ _____ State any requirements for this unit to function properly: _____ _____ _____ Delivery may be a consideration in the award of this bid. State delivery _____ days (ARO) after receipt of order. **The goal for delivery is before March 1, 2025. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Page 772 of 841

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. Questions concerning this bid must be in writing to purchasing@cityofmobile.org on or before December 5, 2024.					
			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.



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: December 17, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_MAM_2025
2. MAM Election contract

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Mary Ann Merchant for professional services for the 2025 Municipal Election, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Mary Ann Merchant (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a Municipal election and it is necessary to prepare and provide election materials to the general voting population and requires highly specialized services;

WHEREAS, the contract for this position is limited to ten (10) months, renewable upon City Council Approval;

WHEREAS, because the services to be performed are highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

NOW, THEREFORE,

WITNESSETH

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of ten months; upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

- A.** Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.
- B.** All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City at:

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827 Mobile, AL 36633-1827

And to Contractor at:
Mary Ann Merchant
401 Arrosser Drive
Saraland, AL 36571

- C.** This agreement is the final expression of the agreement, between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.
- D.** Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing, and signed by an authorized representative of the party whom enforcement is sought.
- E.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.
- F.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

- G.** The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character, and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.
- H.** The City will provide Contractor with proper office space, and the tools necessary to reasonably accomplish his/her assigned tasks.
- I.** The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.
- J.** The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.
- K.** The Contractor shall be issued, or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access • spaces and locations associated with the City and the performance of his or her duties.
- L.** 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.
- M.** 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.
- N.** By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY: _____
Its City Clerk

CONTRACTOR

By: _____
Mary Ann Merchant

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that, whose name is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the ____ day of _____, _____

Notary Public
(SEAL) State of Alabama-At-Large
My Commission Expires: _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive from the U.S. Department of Homeland Security (DHS), grant assistance in the amount of \$871,144.74 in support of the FY 24 Assistance to Firefighters grant program. There is a 10% local match requirement.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-AFG

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS), grant assistance in the amount of \$871,144.74 in support of the FY 24 Assistance to Firefighters grant program. There is a 10% local match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Homeland Security, Assistance to Firefighters grant program. Any agreements for grant assistance, together with the 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

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Salute MedTrans, LLC**, to operate a **Non-emergency Medical Transport** 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 **December 17, 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". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

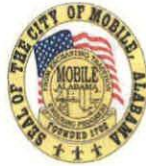
Lisa C. Lambert
City Clerk

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

This is to certify that the City Council of Mobile, Alabama, in their regular meeting of **December 31, 2024**, did approve the application of **Salute MedTrans, LLC** for a Certificate of Public Convenience and Necessity to operate a **Non-emergency Medical Transport service** in the City of Mobile, Alabama.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Curtis Maynard individually or on behalf of Salute MedTrans LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Salute MedTrans LLC

Business Address: 1110 Montlimar Dr 929 Mobile AL 36609

Telephone _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____
_____ AL 36526
State Zip code

License #: _____

Baldwin
Residing in Mobile County: Years: 10 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: 1110 Montlimar Dr #929 Mobile AL 36607
(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)
Curtis Maynard	CEO		100%

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 ☒ NEMT

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M-F 8-5

How many vehicles (carriages) do you intend to operate? 7
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>See Attached</u>	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



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.

Curtis Maynard
Applicant's Signature

NAME OF ENTITY:

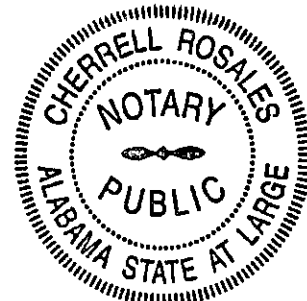
Salute MedTrans

By: Curtis Maynard
Its CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS
15th DAY OF November, 2024

Cherrell Rosales
Notary Public

Notary Public
Alabama State At Large
My Commission Expires 10/26/26





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Curtis Maynard

Nickname(s) or Maiden Name: _____

Current Address: _____ Al 36526

Previous Address: _____

Personal Description:

Height: 6'0"

Weight: 280

Hair Color: Blk

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.

Curtis Maynard
Signature

9/24/24
Date signed

Personal Data Report

NOT VALID WITHOUT

EMBOSSED SEAL

OF THE MOBILE

POLICE DEPARTMENT

General Descriptors

Name: MAYNARD, CURTIS ALLEN

Address:

Nick Name:

Phone:

Race: W - WHITE

DOB:

Sex: M

Age: 51

Weight: 270

Eyes: BROWN

Height: 6'00"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY:

DATE: 11/15/2024

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Salute MedTrans, LLC**, to operate a **Non-emergency Medical Transport** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council at the History Museum of Mobile, located at 111 S. Royal Street, Mobile, Alabama, on **December 17, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Laura Angle, Grants Compliance Manager

Sponsored by:

William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Authorize the sale of City property located at 76 Beauregard Street not now needed by the City of Mobile

Funding Source

NA

ATTACHMENTS:

1. Resolution Rec to Sell 76 Beauregard St
2. ROUTING FORM RESOLU PERMISSION-76 Beauregard St

REVIEWERS:

Stacey Howard
Carleen Stout
Chris Kern
James Barber

RESOLUTION

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

WHEREAS, the City of Mobile owns real property located at 76 Beauregard Street, Mobile, AL 36602, consisting of 0.89 +/- acres and a single-story masonry building in poor condition, depicted in Exhibit A as Lot 3 (attached); and

WHEREAS, the original purchase, funded by a 2003 FHWA grant, included a larger land area, Lots 2 and 3, consisting of 1.82 +/- acres, depicted in Exhibit A as Lots 2 and 3 (attached); and

WHEREAS, the City is not utilizing Lot 3 of the property, and the current zoning for the property is industrial (I-2); and

WHEREAS, the City will seek the release of the federal grant reversionary interest and, if the property sells, repayment of required grant funding back to FHWA. The City would benefit from a sale of the subject property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Adopted:

City Clerk

[illegible]

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 76 Beauregard Street
City Council District and Zoning: District 2, Councilmember: William Carroll
Zoning: I-2 (Heavy Industry)

Sale or Lease: Statutory Warranty Deed from City of Mobile

II. Acquisitions by City:

- How: : Key # 12900036: Warranty deed dated October 31, 2003 from Mobile and Birmingham Railroad Co and Norfolk Southern Railway Co.
- When October 31, 2003

Special Circumstances (if applicable): The original purchase included a larger land area, Lots 2 and 3, originally consisting of 1.82 +/- acres, depicted in Exhibit A (attached) as Lots 2 (key no. 12900037) and 3 (key no. 12900036), by TCSP grant in 2003

III. Why Sale/Lease recommended: The subject property, Lot 3, is not currently being used and is in need of repairs.



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Rosemary Ginn, City Engineer

Sponsored by:

Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Deed for Right-of-way and Permanent Drainage Easement, Parkway Drive, for the 2024-3005-03 –
2024 CIP Resurfacing City Council Districts 6 & 7 Project

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. Signed_Drainage Easement 12-06-2024
2. Signed_Right of Way Deed 12-06-2024
3. Resolution ROW & Drainage Easement-Parkway

REVIEWERS:

Stacey Howard
Carleen Stout
Rosemary Ginn
Chris Kern
James Barber

PERMANENT DRAINAGE EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **JASON ESTES AND SEAN ESTES**, the Grantors, of the County and State aforesaid, in and for the consideration of One Dollar (\$1.00), in hand paid by the City of Mobile, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood, to the public generally, and to their property, the Grantors do hereby **GIVE, GRANT, BARGAIN, SELL AND CONVEY** to the Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee, for the 2024-3005-03 – 2024 CIP Resurfacing City Council Districts 6 & 7 Project and any future project along this easement, over, under and across the following described land:

**SEE “EXHIBIT A” ATTACHED HERETO
AS SHOWN IN “EXHIBIT B”**

**THE PROPERTY HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD
OF THE GRANTORS.**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. And for and in consideration of the above, the Grantors hereby release said City of Mobile from all consequential damages, present or prospective to the property of the Grantors, arising out of construction, maintenance or repair of said easement.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the Grantee, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon as needed for said project.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this the 10th day of December, 2024.

OWNERS: Jason Estes and Sean Estes

By: [Signature]
Jason Estes

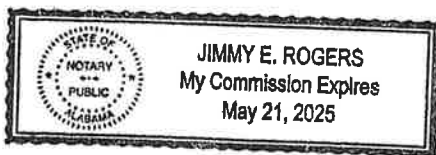
By: [Signature]
Sean Estes

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, JIMMY E. ROGERS the undersigned, a Notary Public in and for said County in said State do hereby certify that Jason Estes and Sean Estes, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of DECEMBER, 2024.



[Signature]
Notary Public, State of Alabama
My Commission Expires: 5/21/2024

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box. 1827
Mobile, AL 36633

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

GRANTORS
Jason Estes
Sean Estes
11660 Natures Trail
Spanish Fort, AL 36527

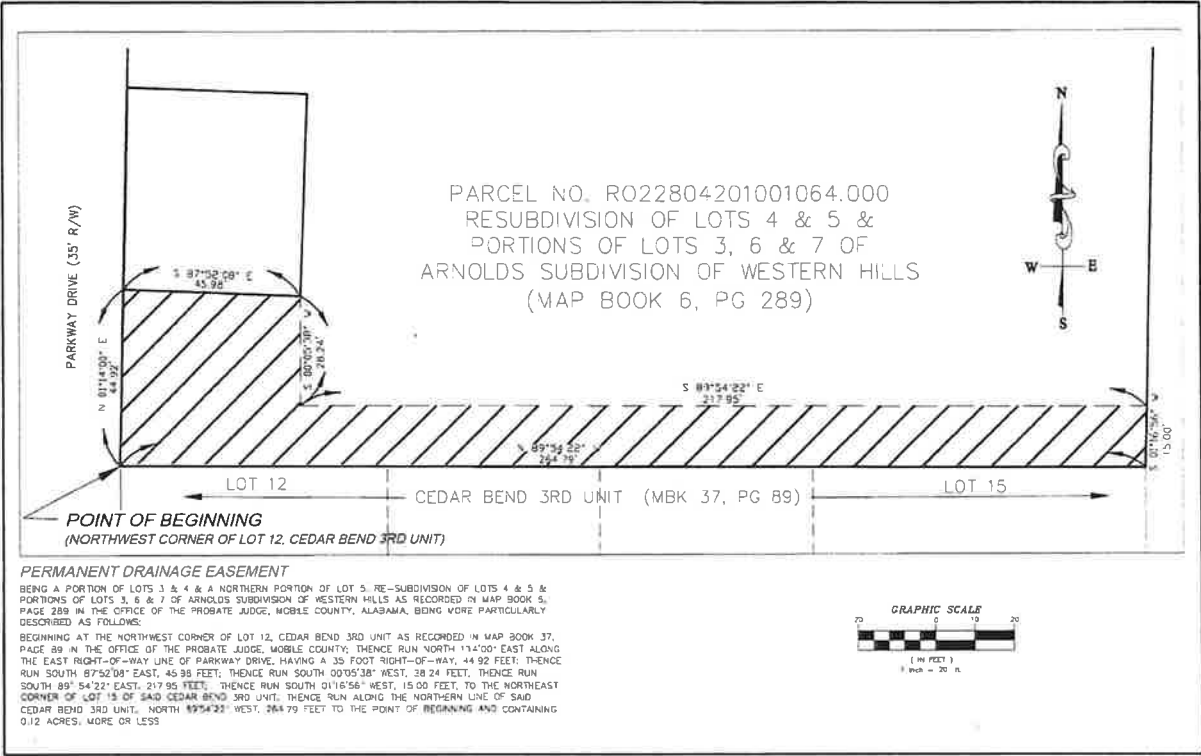
EXHIBIT "A"

PERMANENT DRAINAGE EASEMENT – PARKWAY DRIVE:

BEING A PORTION OF LOTS 3 & 4 & A NORTHERN PORTION OF LOT 5, RE-SUBDIVISION OF LOTS 4 & 5 & PORTIONS OF LOTS 3, 6 & 7 OF ARNOLDS SUBDIVISION OF WESTERN HILLS AS RECORDED IN MAP BOOK 6, PAGE 289 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, CEDAR BEND 3RD UNIT AS RECORDED IN MAP BOOK 37, PAGE 89 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY; THENCE RUN NORTH 1°14'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE, HAVING A 35 FOOT RIGHT-OF-WAY, 44.92 FEET; THENCE RUN SOUTH 87°52'08" EAST, 45.98 FEET; THENCE RUN SOUTH 00°05'38" WEST, 28.24 FEET; THENCE RUN SOUTH 89° 54'22" EAST, 217.95 FEET; THENCE RUN SOUTH 01°16'56" WEST, 15.00 FEET, TO THE NORTHEAST CORNER OF LOT 15 OF SAID CEDAR BEND 3RD UNIT; THENCE RUN ALONG THE NORTHERN LINE OF SAID CEDAR BEND 3RD UNIT, NORTH 89°54'22" WEST, 264.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES, MORE OR LESS.

EXHIBIT "B"



RIGHT-OF-WAY DEED

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **JASON ESTES AND SEAN ESTES**, the Grantors, in and for the consideration of One and no Dollars (\$1.00) in hand paid by the **City of Mobile, A Municipal Corporation**, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantors' property, the undersigned Grantors, do hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, it successors and assigns, right of way hereinafter described, for the 2024-3005-03 – 2024 CIP Resurfacing City Council Districts 6 & 7 Project, over and across the lands of the undersigned for a public road, and full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

SEE "EXHIBIT A" ATTACHED HEREIN

AS SHOWN ON "EXHIBIT B"

**THE PROPERTY HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD
OF THE GRANTORS.**

The property is conveyed subject to all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

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

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantors hereby release said City of Mobile from all consequential damages, present or prospective to the property of the Grantors, arising out of construction, maintenance, or repair of said road.

AND except as to the above, the Grantors, for themselves, their successors and assigns, hereby covenant with the Grantee, its successors and assigns, that they are seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that they do hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have set our hand and seal, this the 10th day of December, 2024.

OWNERS: Jason Estes and Sean Estes

By:

Jason Estes

By:

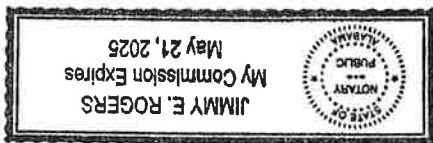
Sean Estes

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, JIMMY E. ROGERS the undersigned, a Notary Public in and for said County in said State do hereby certify that Jason Estes and Sean Estes, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of DECEMBER, 2024.



Jimmy E. Rogers
Notary Public, State of Alabama

My Commission Expires: 5/21/2025

This Instrument prepared by:
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

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

GRANTOR:
Jason Estes
Sean Estes
11660 Natures Trail
Spanish Fort, AL 36527

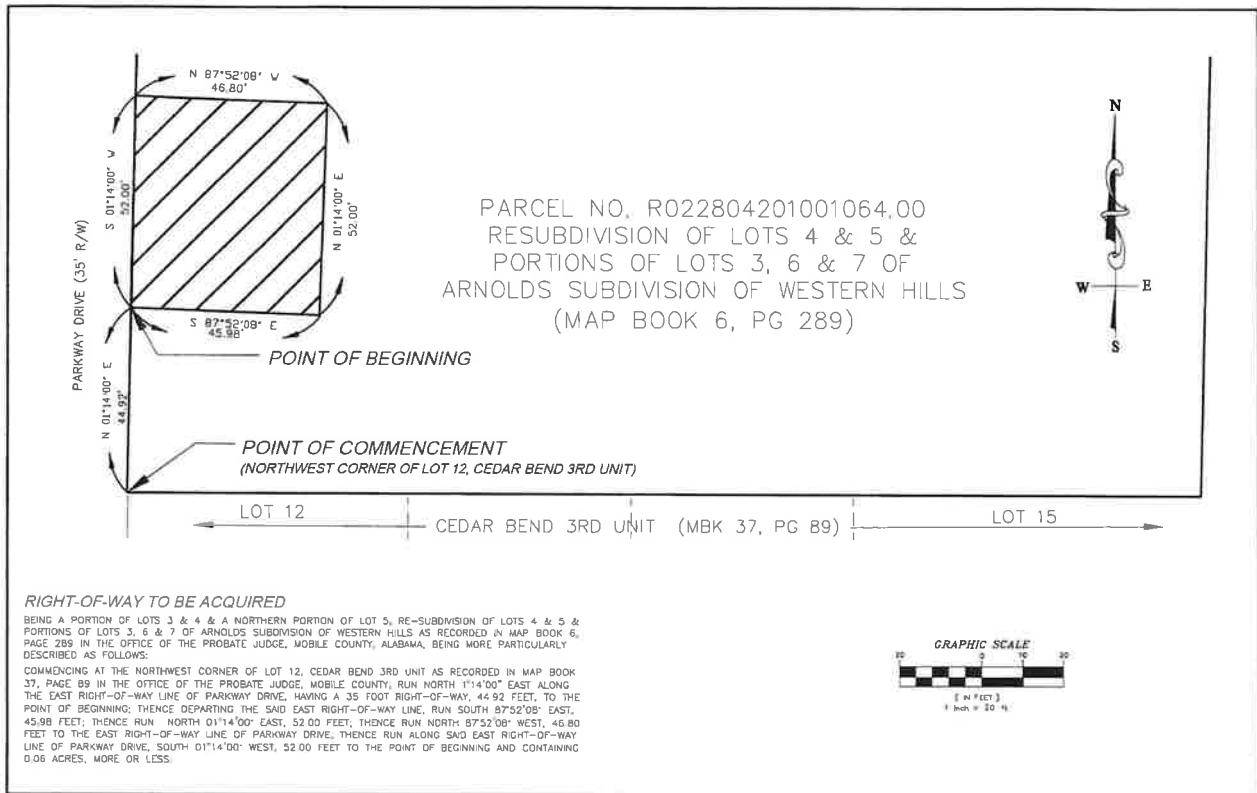
EXHIBIT "A"

REQUIRED RIGHT OF WAY – PARKWAY DRIVE:

BEING A PORTION OF LOTS 3 & 4 & A NORTHERN PORTION OF LOT 5, RE-SUBDIVISION OF LOTS 4 & 5 & PORTIONS OF LOTS 3, 6 & 7 OF ARNOLDS SUBDIVISION OF WESTERN HILLS AS RECORDED IN MAP BOOK 6, PAGE 289 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 12, CEDAR BEND 3RD UNIT AS RECORDED IN MAP BOOK 37, PAGE 89 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY; RUN NORTH 1°14'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE, HAVING A 35 FOOT RIGHT-OF-WAY, 44.92 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING THE SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 87°52'08" EAST, 45.98 FEET; THENCE RUN NORTH 01°14'00" EAST, 52.00 FEET; THENCE RUN NORTH 87°52'08" WEST, 46.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE, SOUTH 01°14'00" WEST, 52.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES, MORE OR LESS.

EXHIBIT "B"



RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA

that the City hereby accepts the Deed for Right-of-way and Permanent Drainage Easement, Parkway Dr.:

1. Right-of-Way Deed, from Jason Estes and Sean Estes, Parkway Dr., Key No. 00508659, Parcel No. 02-28-04-20-1-001-064.
2. Permanent Drainage Easement, from Jason Estes and Sean Estes, Parkway Dr., Key No. 00508659, Parcel No. 02-28-04-20-1-001-064

SAID documents with exhibits being attached hereto and made a part hereof as fully as if set forth herein.

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:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF AN ALLEY
ADJACENT TO PROPERTY LOCATED AT
DAUPHIN HEIGHTS AND UPHAM STREET

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of an alley adjacent to property located at Dauphin Heights and Upham Street.

The adoption of such resolution will be considered by the Mobile City Council on the 17th day of December 2024, at 10:30 a.m., at the History Museum of Mobile, 111 S. Royal Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Mary Stratas, Christ Stratas and Upham Properties, LLC (the "Owners"), as owners of all the land abutting and affected by the alley 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 Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley 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) Alabama Power Company, Comcast 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.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ____ day of _____, 2024.

MOBILE CITY COUNCIL

By: _____
Its: _____

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

EXHIBIT "A"

LEGAL DESCRIPTION OF ALLEY TO BE VACATED

Commencing at the Northwest corner of Lot 1, Dauphin Upham Terrace, as recorded in Map Book 93, Page 11, Probate Court Records, Mobile County, Alabama, run North 00°-09'-36" West and along the East right-of-way line of Upham Street (49 foot right-of-way), a distance of 60.21 feet to the Northwest corner of property conveyed by Instrument No. 2020050430, said Probate Records and the Point of Beginning of an existing of a 20 foot alleyway; thence along said alley as follows: North 00°-09'-36" West and along the East right-of-way line of said Upham Street, 20.10 feet to the Southwest corner of Lot 6, Block 2, Dauphin Heights, as recorded in Deed Book 97, Page 45, said Probate Records; thence South 84°-30'-40" East and along the South line of Lots 6 and 7, said Block 2, a distance of 114.26 feet; thence South 00°-28'-30" East, 20.11 feet to the Northwest corner of Lot 1, Dauphin Upham Square, as recorded in Map Book 93, Page 39, said Probate Records; thence North 84°-30'-40" East, 114.37 feet to the Point of Beginning.

Said property contains 2,286 square feet, more or less.

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY MARY STRATAS, CHRIS STRATAS, and UPHAM PROPERTIES PARTNERSHIP IN THE CITY AND COUNTY OF MOBILE, ALABAMA

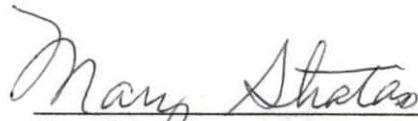
The undersigned, Mary Stratas, Chris Stratas, and Upham Properties, LLC, as owners of the real property abutting that certain alley between owners' property, Old Shell Road, Dauphin Street, and Upham Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioners, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Comcast
Alabama Power Company
Spire Alabama, Inc.
Mobile Area Water and Sewer System
AT&T Alabama

Dated this 25 day of June, 2024.



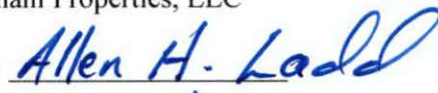
Mary Stratas


Chris Stratas

[signatures continue on the next page]



Upham Properties, LLC

By: 

Its: member

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Mary Stratas, Chris Stratas, and Upham Properties, LLC, ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property"); and

WHEREAS, Owners, as the abutting and affected landowners, propose to vacate that certain alley lying between Owners' Property, Old Shell Road, Dauphin Street, and Upham Street; said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

- (a) 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.
- (b) 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.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the 25 day of June, 2024.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the ____ day of June, 2024.

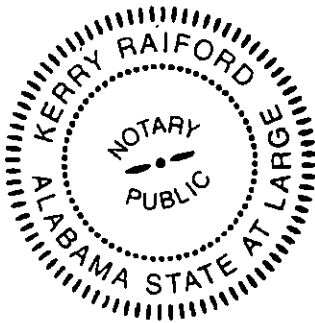
Mary Stratas
Mary Stratas

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Mary Stratas**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of June, 2024.

SEAL



Kerry Raiford
NOTARY PUBLIC
MY COMMISSION EXPIRES: 05-21-2028

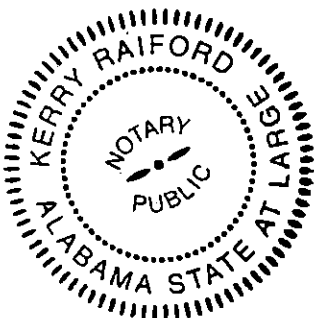
Chris Stratas
Chris Stratas

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Chris Stratas**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of June, 2024.

SEAL



Kerry Raiford
NOTARY PUBLIC
MY COMMISSION EXPIRES: 05-21-2028

[Signatures continue on the next page]

Allen H. Ladd
Upham Properties, LLC
By: Allen H. Ladd
Its: member

STATE OF ALABAMA
COUNTY OF MOBILE

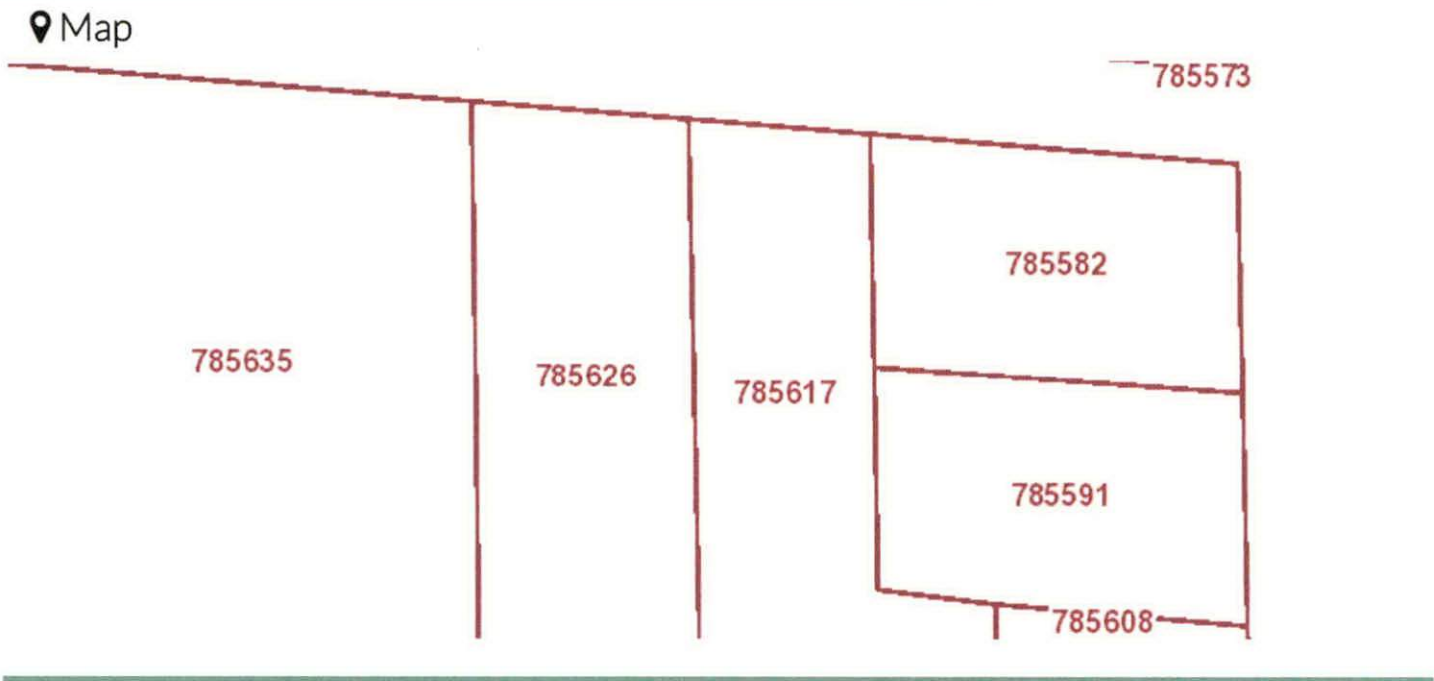
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Allen H. Ladd, who executed the foregoing instrument as member of Upham Properties, LLC, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2 day of July, 2024.

SEAL



Sabrina Taylor
NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/13/24



Property Details	
Account	
Key Number:	785528
Legal Description:	PART OF LOTS 18 & 19 BLOCK 2 DAUPHIN HEIGHTS DBK 97 PAGE 45 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19 THEN RUN EASTERLY ALONG THE SOUTH LINE OF A 20 FT ALLEY 80 FT(S) THEN SOUTH 60 FT(S) THEN WESTERLY 80 FT(S) THEN NORTH 57.67 FT TO THE POINT OF BEGINNING.
Parcel Number:	2907240003066XXX
Type:	Real
Property Class:	3
Location	
Address:	10 UPHAM ST UNIT A MOBILE, AL 36607-3329
Owner	
Name:	STRATAS MARY N & CHRIS STRATAS
Mailing Address:	1214 SUDAN ST MOBILE , AL 36693-4400
Exemptions:	H1 - For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value:	\$56,800
Land Value:	\$18,000
Appraised Value:	\$74,800
Taxable Value:	\$74,800
Assessed Value:	\$7,480

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	STATE	6.500000	\$3,480	\$22.62
14	FOREST	0.000000	\$0	\$0.00
14	COUNTY	20.500000	\$5,480	\$112.34
14	SCHOOL	14.000000	\$7,480	\$104.72
14	CITY	7.000000	\$7,480	\$52.36
14	DIST SCHOOL	15.500000	\$7,480	\$115.94

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 **Living Area:** 1,270.00sqft **Value:** \$56,800

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
112	DUPLEX	E+	WOOD FRAME ASBESTOS	0	

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
05		0	0.00	0.00	0.00	\$18,000	\$0

Total Sq.ft. = 7292

Value per sq.ft. = \$2.47

Alleyway Sq.ft. = 5,642

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2025	N/A	N/A	N/A	N/A
2024	\$56,800	\$18,000	\$74,800	\$7,480
2023	\$58,900	\$15,000	\$73,900	\$7,400
2022	\$56,500	\$16,000	\$72,500	\$7,260
2021	\$56,500	\$16,000	\$72,500	\$7,260
2020	\$88,500	\$19,200	\$107,700	\$21,540
2019	\$92,700	\$16,500	\$109,200	\$21,840
2018	\$73,400	\$7,700	\$81,100	\$16,220
2017	\$73,400	\$7,700	\$81,100	\$16,220
2016	\$74,400	\$7,700	\$82,100	\$16,420
2015	\$66,700	\$7,700	\$74,400	\$14,880
2014	\$68,700	\$7,700	\$76,400	\$15,280
2013	\$70,800	\$7,700	\$78,500	\$15,700
2012	\$72,900	\$7,700	\$80,600	\$16,120
2011	\$73,700	\$7,700	\$81,400	\$16,280
2010	\$74,600	\$7,700	\$82,300	\$16,460
2009	\$76,900	\$7,700	\$84,600	\$16,920
2008	\$76,900	\$7,700	\$84,600	\$16,920

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please [click here](https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn) (<https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn>) to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
7/14/2020	5	\$109,200	STRATAS PROPERTIES LLC	STRATAS CHRIS	Land & Bldg	2020050430

3/20/2019	2	\$109,200	STRATAS, MARY N	STRATAS PROPERTIES LLC	Land & Bldg	2019018686
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Payment Info

Pay Date	Tax Year	Paid By	Amount
11/24/2023	2023	chris stratas	\$412.90
10/5/2022	2022	chris stratas	\$404.01
10/12/2021	2021	chris stratas	\$404.01
11/6/2020	2020	CHRIS N STRATAS	\$42.29
12/27/2019	2019	STRATAS PROPERTIES	\$1,396.84
12/27/2018	2018	STRATAS PROPERTIES	\$1,039.97
11/29/2017	2017	STRATAS NICKOLAS M & MARY N	\$1,029.97
11/28/2016	2016	stratas properties	\$1,042.67
10/20/2015	2015	STRATAS PROPERTIES	\$944.88
11/6/2014	2014	STRATAS PROPERTIES	\$970.28
1/2/2014	2013	STRATAS PROPERTIES	\$996.95
12/26/2012	2012	STRATAS PROPERTIES	\$1,023.62
12/30/2011	2011	STRATAS PROPERTIES	\$1,033.78
1/11/2011	2010	STRATAS PROPERTIES	\$1,045.21
1/9/2010	2009	Strats Properties	\$1,074.42
1/8/2009	2008	STRATAS PROPERTIES	\$1,074.42



HELMSING
LEACH
ATTORNEYS AT LAW

August 26, 2024

VIA HAND DELIVERY

Lana Gauthier
City Clerk's Office
South Tower (9th Floor)
205 Government Plaza
Mobile, Alabama 36602

**Regarding: Alleyway Vacation
Dauphin Heights / Upham Street**

Dear Ms. Merchant:

Our firm represents Mary Stratas and Chris Stratas, who own a parcel of property located at 10 Upham Street, Mobile, Alabama. The owners desire to vacate the alley shown on the enclosed survey and described on the attachment hereto. The alley provides the only off-street access to the Stratas property and has already been vacated on the eastern leg of the alley. The Stratas family has maintained the alley since the 1960s and will be asking the council to waive any fees associated with this vacation.

In accordance with the rules and regulations, the following utilities have been contacted: MAWSS, Alabama Power, Spire, AT&T, and Comcast. The consent of each utility is enclosed.

I am enclosing the \$100.00 filing fee payable to the City of Mobile. Please forward our application and enclosures to the various city department heads as quickly as possible.

If you need anything further at this time, please contact me at your earliest convenience.

Very truly yours,

KERI R. COUMANIS

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

April 23, 2024



VIA EMAIL

Attn: Kerri Renee Coumanis
Chris Stratas. c/o Helmsing, Leach, Herlong, Newman & Rouse, PC
150 Government Street
Mobile, AL 36602

Re: Vacation of Upham Street alleyway in Mobile County, Alabama

Dear Ms. Coumanis,

Reference is made to email of April 11, 2024 (copy enclosed) providing notice to Alabama Power Company for the vacation of the alleyway referenced above, as more particularly described in such email and as shown on the attachments to said email.

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.

It is understood that in the event the requestor constructs a barrier (fence, wall, gate, etc.) which encloses any Company equipment or facilities, the requestor will provide Company with an access code or allow Company to interlock so that it may safely access its equipment and facilities.

Please advise if further assistance is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Chester Lachowicz".

Chester Lachowicz
Corporate Real Estate

/Enclosures

2025 RELEASE UNDER E.O. 14176

COPIES OF REPORT
(NUMBER OF SETS)

NOTES

CLASSIFIED BY 64 2070 2000 00

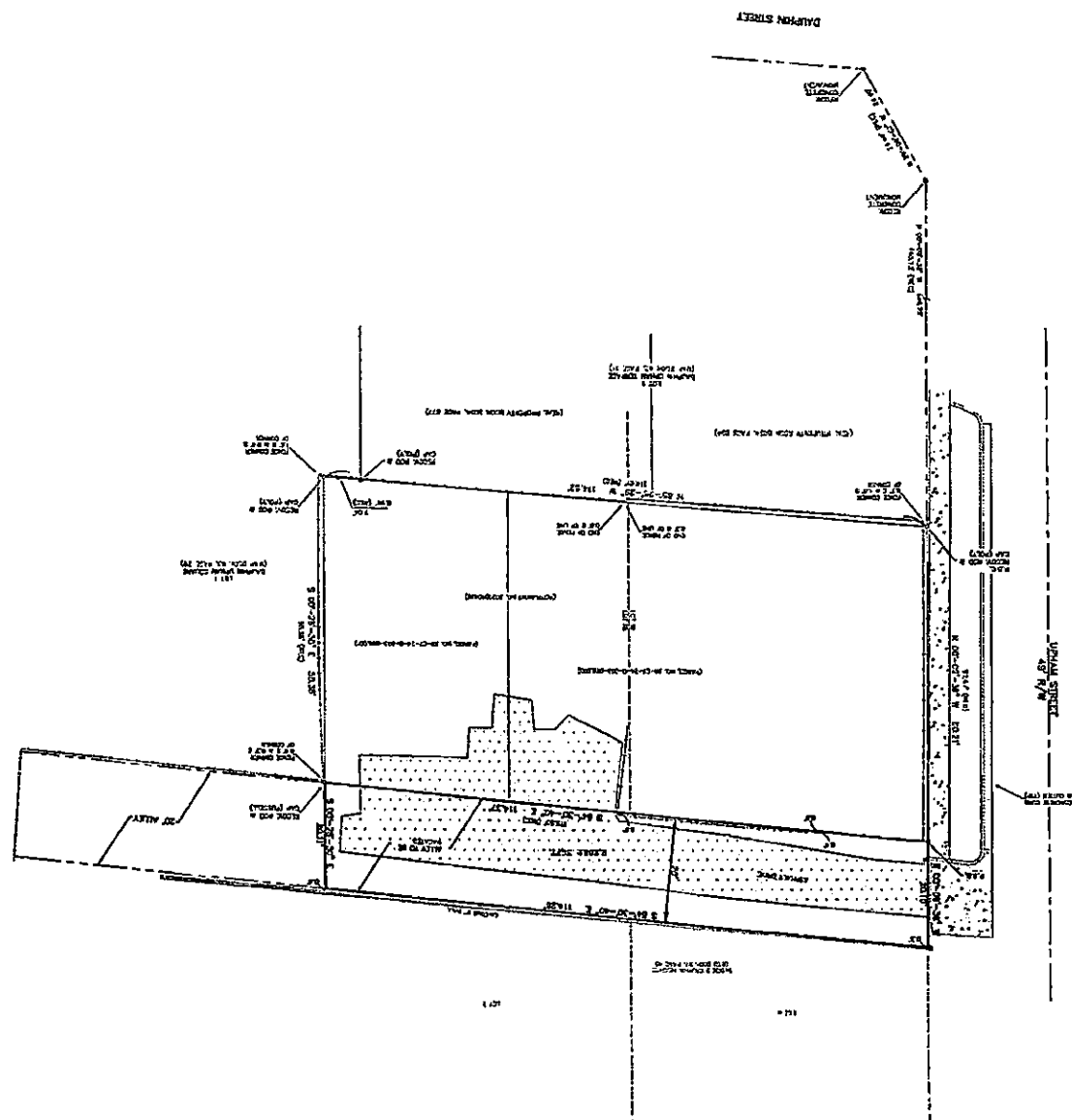
[illegible]

17. The above information is true and correct.

333



तत्त्वज्ञान



City of Mobile

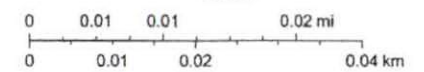


2/29/2024, 3:17:18 PM

Parcel Details

Address

1:566



City of Mobile GIS Department

City of Mobile
City of Mobile



April 24, 2024

Helmsing, Leach, Herlong, Newman & Rouse, P.C.
Ms. Keri R. Coumanis
Post Office Box 2767
Mobile, AL 36652

RE: Request vacate a Portion of the Alleyway (Approx. 20' x 114') Located
Adjacent to and North of 10 Upham Street – West Side of Upham St
North of Dauphin St. Section 20, T4S-R1W

Dear Ms. Coumanis:

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 AND SEWER SYSTEM

A handwritten signature in blue ink, appearing to read "Daryl B. Russell".

Daryl B. Russell, P.E.
Director of Planning and Market Development

cc: A. Tyree



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

July 26, 2024

Helmsing Leach Attorneys At Law
P.O. Box 2726
Mobile, AL 36652

Re: Keri Coumanis

Vacation: Upham Street Consent For Vacation Of Alleyway

Keri Coumanis,

In response to Helmsing Leach letter dated 07-23-2024 relative to the above referenced Remainder of Wolfe's Alley Vacate.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

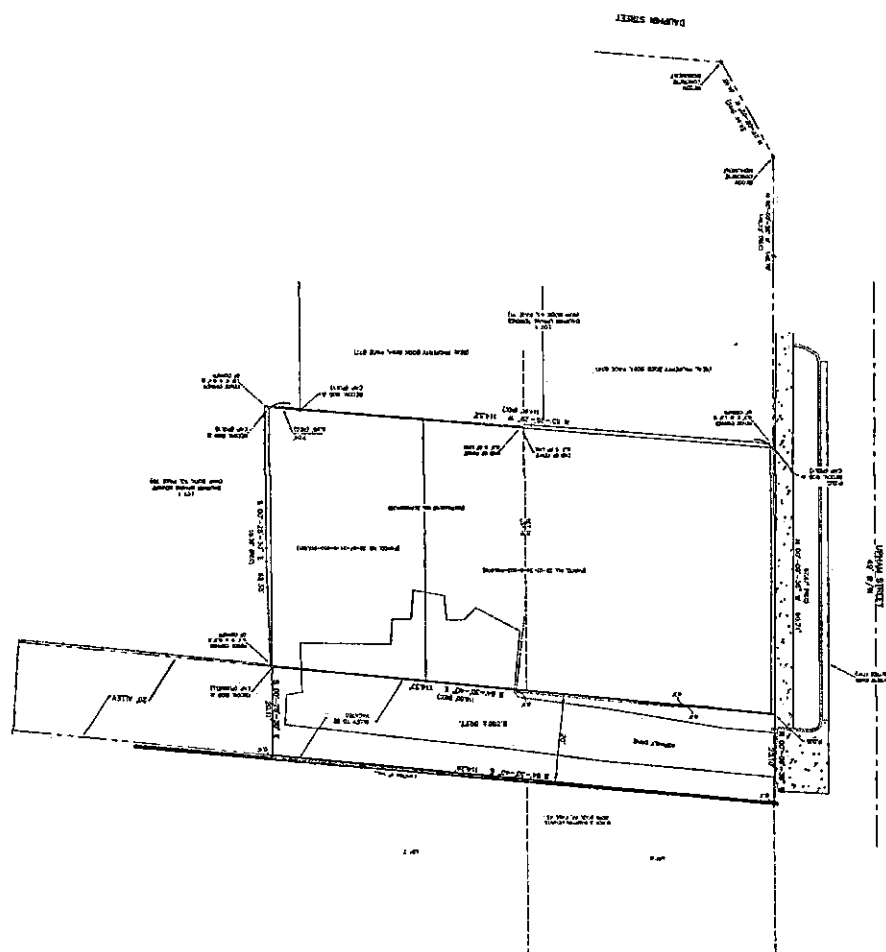
Sincerely,


Alex Sammet (Aug 2, 2024 09:23 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: Keri Coumanis

Engineering Approval: 
Systems Planning Approval: 

[illegible]



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

April 16, 2024

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC

Dear Mrs. Coumanis,

This letter is written in response to your letter of April 11, 2024 wherein a request is made of AT&T for consent to the vacation of an alley off of Upham St, as described in the attached survey of March 12, 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,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Katrina Bartlett

Subject: FW: Upham St; consent for vacation of alleyway

From: Rodriguez, Robert <Robert_Rodriguez2@comcast.com>
Sent: Friday, August 23, 2024 2:52:57 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Katrina Bartlett <KHB@helmsinglaw.com>
Subject: RE: Upham St; consent for vacation of alleyway

Keri,

Comcast will consent to the vacation on the condition that Mr. Stratas, any heirs or assigns, agrees to provide access to the Comcast easement area for purposes of servicing its overhead lines, installing and/or repairing existing lines, and adding lines, and/or servicing or maintaining any utility equipment once the alley has been vacated as evidence by a recorded agreement.

Please send over a formal document when able for signature.

Thanks,

Robert Rodriguez
Construction Manager
Areas: Jackson MS, Mobile AL, Houma LA
(251) 753-4428



From: Keri Coumanis
Sent: Thursday, April 11, 2024 2:51 PM
To: Russell, Daryl B. <DRUSSELL@mawss.com>; aldionne@mawss.com; Rodriguez, Robert <Robert_Rodriguez2@comcast.com>; Lachowicz, Chester L. <CLLACHOW@southernco.com>; brad.sadler@att.com; Valerie.Barrett@SpireEnergy.com
Subject: Upham St; consent for vacation of alleyway

Good afternoon,

I am seeking consents to the vacation of the western half of the alleyway running between Fulton and Upham St.

The adjacent properties are:

Parcel Key: 00785528
Parcel ID: R022907240003066.000
Parcel Owner: STRATAS MARY N & CHRIS STRATAS

Parcel Key: 12900100
Parcel ID: R022907240003066.001

Parcel Owner: STRATAS MARY N & CHRIS STRATAS
10 UPHAM ST UNIT A
MOBILE , AL 36607

Parcel Key: 00785500

Parcel ID: R022907240003063.000

Parcel Owner: GULF COAST CHAPTER NECA
2058 DAUPHIN ST
MOBILE , AL 36606

The attached drawings illustrate that portion of the alleyway to be vacated. We are still negotiating with the property owners to vacate that portion of the alleyway behind 2058 Dauphin St; however, for the purposes of your review, please consider that portion of the alley as a potential vacation.

Please send any comments, concerns, and approval (or disapproval) to the vacation at your earliest convenience.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

CITY OF NEW YORK

2024 AUG 27 AM 8:02



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to property located at Dauphin Heights and Upham Street, as per Resolution **VACATION RESOLUTION #** is hereby set at \$5,737.97.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 17, 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 Allstate Insurance as Subrogee of their insured Velda Cawthon

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Cawthon

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 and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Allstate Insurance as Subrogee of their insured Velda Cawthon, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D009\P006\00133903.doc