AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 4, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Reverend Bobby Brown, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **COMMUNICATIONS FROM THE MAYOR**

7. **ADOPTION OF THE AGENDA**

8. **APPEALS**

   Request of Gerald McKinney for a waiver of the Noise Ordinance at 901 Springhill Avenue on March 2nd & 4th, 2025, from 8:00 a.m. - 9:00 p.m. (District 1).

   Request of Bettye Brown for a waiver of the Noise Ordinance at 533 Helveston Street on March 8, 2025, from 4:00 p.m. - 10:00 p.m. (District 1).

Request of Creigh Shoemaker for a waiver of the Noise Ordinance at Springhill Avenue and Broad Street on February 14 and March 4, 2025, from 4:00 p.m. - 9:00 p.m. (District 2).

Request of David Wilder for a waiver of the Noise Ordinance on Augusta Street in front of the Joe Cain House on March 2, 2025, from 9:00 a.m. - 2:00 p.m. (District 2).

Request of Chenele Chapman for a waiver of the Noise Ordinance at 51 Rickarby Place on March 2, 2025, from 10:00 a.m. - 10:00 p.m. (District 2).

Request of Norman Hill for a waiver of the Noise Ordinance at 954 Dr. Martin Luther King Jr. Avenue on March 3, 2025, from 10:00 a.m. - 12:00 a.m. (District 2).

Request of the Port City Pacers for a waiver of the Noise Ordinance at Mardi Gras Park on March 22, 2025, from 6:00 a.m. - 12:00 p.m. (District 2).

Request of Florencia Holt for a waiver of the Noise Ordinance at 1400 S. University Boulevard on February 22, 2025, from 8:00 a.m. - 12:00 p.m. (District 4).

Request of Savannah Hardin for a waiver of the Noise Ordinance at Lavretta Park pickleball courts on February 15, 2025, from 7:30 a.m. - 5:00 p.m. (District 7).

Request of Kearria Freed for a waiver of the Noise Ordinance at Langan Park on March 29, 2025, from 10:00 a.m. - 12:00 p.m. (District 7).

Request of Margaret Smith for a waiver of the Noise Ordinance at Langan Park Pavilion on May 3, 2025, from 9:00 a.m. - 11:00 a.m. (District 7).

9. PUBLIC HEARINGS

Public hearing to declare the structure at 2661 Betbeze Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1220 Satchel Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 315 Burton Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1910 Eoline Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2002 Good Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 401 Lexington Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 3211 Valley Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 709 f/k/a 707 South Carolina Street a public nuisance and order it demolished (District 3).

Public hearing to determine whether the Mobile Tourism Improvement District should be continued, modified, or terminated.

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Kent Blackinton - comments about the renewal of the Mobile Tourism Improvement District.

Margo Gilbert - comments about renewing the Mobile Tourism Improvement District.

11. ORDINANCES HELD OVER

65-003 Fix the mayor's annual salary (sponsored by Mayor Stimpson and Councilmembers Daves & Woods) (submitted by Ricardo Woods, City Attorney).

34-004 Ordinance to Amend Article VI of Chapter 34, "Lodging Tax", of the Code of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

12. CIP RESOLUTIONS HELD OVER

08-083 Approve purchase order to TRP Construction Group for roadway thermal striping for Traffic Engineering; $1,187,927.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13. RESOLUTIONS HELD OVER

01-086 Authorize agreement with Global Spectrum, L.P., d/b/a, OVG 360, to manage the New Mobile Arena (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM Dept.).

01-087 Authorize Letter of Agreement with National Maritime Museum of the Gulf (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-089 Approve purchase order to Sansom Equipment Co., Inc. for garbage truck for Parks & Rec.; $167,970.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-091 Approve purchase order to Emergency Equipment Professional, Inc. for aerial ladder truck for MFRD; $1,747,520.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-092 Authorize contract with Goram Air Conditioning Company, Inc. for HVAC upgrades at the Cruise Terminal; $99,700.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM Dept.).

31-093 Authorize ADECA CDBG local recovery plan budget categories; $53,149,037.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

31-094 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation for the PROTECT Grant Program for Broad Street project; $15,000,000.00 (20% local match requirement up to $3,000,000.00) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

31-095 Authorize a Community Project Funding Grant from HUD that establishes the Senator Richard Shelby Downtown Economic Development Revolving Loan Fund; $50,000,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

60-096 Authorize Settlement Agreement and Release of Claims; Bibb Estate (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-097 Authorize Settlement Agreement and Release of Claims; 1220 Exhibits, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-098 Authorize Settlement Agreement and Release of Claims; Misc. Bank Group (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-099 Authorize Settlement Agreement and Release of Claims; Hancock Whitney Bank (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-100 Authorize Settlement Agreement and Release of Claims; Radcliff Contractors,

Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-101 Authorize Settlement Agreement and Release of Claims; Gwins Commerical Printing (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-102 Authorize Settlement Agreement and Release of Claims; Felder Services, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-103 Authorize Settlement Agreement and Release of Claims; Monadock Media, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-107 Authorize Intergovernmental Agreement with Mobile County Commission for a pre-trial ankle monitoring program (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-084 Authorize contract with Clean Earth of Alabama, Inc. for household hazardous waste collection event; $160,000.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory) (submitted by Rosemary Ginn, Engineering, Dept.).

14. ORDINANCES BEING INTRODUCED

50-005 Determine whether the Mobile Tourism Improvement District should be continued, modified, or terminated (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-108 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation for the FY2024 resurfacing of Brookdale Dr. N, W, & S; $250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Infrastructure and Engineering).

31-109 Authorize the Mayor to apply, accept, and receive a grant from the United States Tennis Association for new LED lights and mesh fencing at Medal of Honor Park; $111,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Scott Novak, Mobile Tennis Center Manager).

31-110 Authorize the Mayor to apply, accept, and receive a grant from the United States Tennis Association for new asphalt at the Mobile Tennis Center; $111,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Scott Novak, Mobile

Tennis Center Manager).

40-111 Declare the structure at 2661 Betbeze Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-112 Declare the structure at 1220 Satchel Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-113 Declare the structure at 315 Burton Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-114 Declare the structure at 1910 Eoline Street a public nuisance and order it demolished (Councilmember Penn).

40-115 Declare the structure at 2002 Good Street a public nuisance and order it demolished (Councilmember Penn).

40-116 Declare the structure at 401 Lexington Avenue a public nuisance and order it demolished (Councilmember Carroll).

40-117 Declare the structure at 3211 Valley Road a public nuisance and order it demolished (Councilmember Small).

40-118 Declare the structure at 709 f/k/a 707 South Carolina Street a public nuisance and order it demolished (Councilmember Small).

16. <u>CIP RESOLUTIONS BEING INTRODUCED</u>

01-119 Authorize agreement with Goram Air Conditioning Company, Inc. for mechanical improvements at the Hope Community Center; $128,200.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Carleen Stout, REAM Dept.)

01-120 Authorize agreement with WAS Design, Inc. for playground, court, & site improvements at Lavretta Park; $81,000.00 (sponsored by Mayor Stimpson and Councilmember Gina Gregory) (submitted by Carleen Stout, REAM).

13-121 Authorize change order #3 with Parten Smith Inc., for parking & accessibility upgrades at West Side Park; $117,013.00 increase (sponsored by Mayor Stimpson and Councilmember Woods) (submitted by Carleen Stout, Deputy Director REAM).

17. <u>RESOLUTIONS BEING INTRODUCED</u>

01-122 Authorize agreement with the Alabama Department of Environmental Management for the Langan Park Lake stormwater improvement project; $711,900.00 (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Jennifer Greene).

08-123 Approve purchase order to Alabama Poolworks LLC, for 40lb. bags of salt for street deicing; $23,929.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-124 Approve purchase Order to Sunbelt Fire Inc. for pressure-breathing air compressor for MFRD; $57,227.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-125 Approve purchase order to Masimo Americas Inc., for pulse oximeter kits for MFRD; $18,789.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-126 Approve purchase order to Spire LLC, for marketing services for events and parks departments; $107,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.)

21-127 Authorize contract with Michael Baker International, Inc. for storm water management professional services; $450,000.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Rosemary Ginn, Engineering Dept.).

23-128 Authorize the Mayor to accept deeds for the acquisition of right-of-way tract 44 for McGregor Avenue widening from Airport Boulevard to Dauphin Street (sponsored by Mayor Stimpson and Councilmember Daves) (submitted by Rosemary Ginn, City Engineer & Carleen Stout-Clark, Deputy Director, REAM).

23-129 Authorize the Mayor to accept deeds for the acquisition of right-of-way tract 2 to access management and signal upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Rosemary Ginn, City Engineer & Carleen Stout-Clark, Deputy Director, REAM).

23-130 Authorize the Mayor to accept a deed for the acquisition of right-of-way tract 4 to access management and signal upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Rosemary Ginn, City Engineer & Carleen Stout-Clark, Deputy Director, REAM).

18. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Gerald D. McKinney

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-508-8379

Organization (if applicable) EArthQuake Sound Production

Mailing Address of Applicant 6360 Old Pascagoula Rd. Unit A Theodore Al, 36582

Telephone No. 251-508-8379 E-mail address Rootdoctor31@Gmail.com

Location or address of event where amplification will be used:

901 Springhill Ave Mobile, Al. 36604

Date of Event: MAr. 2+4, 2025 March 2nd + 4th 2025 Starting Time: 8AM Ending Time 9pm

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

Type of Event: MArdi GrAs PArty

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

CITY CLERK'S OFFICE
MOBILE, AL
MO, JAN 27, AM8:15 RCVD

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

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Name of Applicant: Bettye D. Brown

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 452-4676 Cell Number: (251) 378-1522

Organization (if applicable) BROWN'S LOUNGE

Mailing Address of Applicant 533 Helveston St.

Telephone No. (251) 442-7460 E-mail address bettyebrown10@gmail.com

Location or address of event where amplification will be used:

533 Helveston St.

Date of Event: 03/08/2025 Starting Time: 4:00pm Ending Time 10:00pm

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

Type of Event: BLOCK (PARKING LOT) PARTY

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

CITY CLERK'S OFFICE

Music containing obscene language or profanity is prohibited

MOBILE, AL

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(251) 208-7411; Fax: (251) 208-7576
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MO, JAN 27, AM8:15 RCVD

CITY CLERK'S DEPARTMENT

2025 JAN 27 AM 9:54

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: CREIGH DELMAR SHOEMAKER
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-252-6205

Organization (if applicable) DJ CREIGH DELMAR SHOEMAKER

Mailing Address of Applicant 2003 CARSTEN CT

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

SPHIRLING HILL + BROAD

Date of Event: 2-14-25/3-4-25 Starting Time: 4 Ending Time 9
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: DJ player music

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: David A Wilder

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.605.7942

Organization (if applicable) Bay Area Runners

Mailing Address of Applicant P.O.Box 2161 Daphne, AL. 36526

Telephone No. 251.605.7942 E-mail address dwilder53@aol.com

Location or address of event where amplification will be used:
Augusta Street in front of Joe Cain House

Date of Event: 3.02.2025 Starting Time: 9:00am Ending Time 2:00pm

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

Type of Event: Post race block party

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

CITY CLERK'S OFFICE
MOBILE, AL

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

FR, JAN 24, AM8:27 RCVD

22

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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Name of Applicant: Chenele Chapman

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-406-0316

Organization (if applicable) _____

Mailing Address of Applicant 51 Rickarby Pl., Mobile, AL 36606

Telephone No. 251-406-0316 E-mail address chapmanchenele1976@gmail.com

Location or address of event where amplification will be used:
51 Rickarby Pl., Mobile, AL 36606

Date of Event: 03/02/2025 Starting Time: 10am Ending Time 10pm

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

Type of Event: Joe Cain Celebration

Do you plan to sell alcohol at this event? _____ YES X 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
Or e-mail to: cityclerk@cityofmobile.org

TH, JAN 30, AM8:33 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Norman Hill

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-666-6315 Cell Number: 205-482-5771

Organization (if applicable) _____

Mailing Address of Applicant 2404 Huffman Dr. W., Mobile, AL 36693

Telephone No. 205-428-5771 E-mail address normanhill@myconsultingsolutions.com

Location or address of event where amplification will be used:
954 Dr. Martin Luther King Jr. Ave., Mobile, AL 36603

Date of Event: 03/03/2025 Starting Time: 10am Ending Time 12am

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

Type of Event: Lundy Gras (Monday) Celebration

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

CITY CLERK'S OFFICE
MOBILE, AL
TH, JAN 30, AM8:33 RCVD

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

D2

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Margaret Olive for the Port City Pacers

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-401-8039 Cell Number: 251-401-8039

Organization (if applicable) Port City Pacers/ 47th Azalea Trail Run

Mailing Address of Applicant PO Box 6427; 358 Morgan Ave; Mobile, AL 36606

Telephone No. 251-473-7223 E-mail address mlolive@bellsouth.net

Location or address of event where amplification will be used:
Mardi Gras Park, 148 S. Royal Street, Mobile, AL 36602

Date of Event: March 22, 2025 Starting Time: 6 AM Ending Time 12 PM

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

Type of Event: 47th Azalea Trail Run 10K, 5K, Fun Run and Expo Presented by PNC Bank

Do you plan to sell alcohol at this event? _____ YES X 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

MO, JAN 27, AM10:50 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]:
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Name of Applicant: Florencia Holt

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-602-0828 Cell Number: 251-654-4001

Organization (if applicable) John Wesley Holt Foundation

Mailing Address of Applicant 4000 Sierra Drive, Mobile, AL 36693

Telephone No. 251-602-0828 E-mail address Pischekind@gmail.com

Location or address of event where amplification will be used:
1400 S University Blvd, Mobile, AL

Date of Event: February 22,2025 Starting Time: 8:00 Ending Time 12:00

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

Type of Event: 5K race

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Home Phone Number: _____ Cell Number: 334-734-2372

Organization (if applicable) USA physician assistant program

Mailing Address of Applicant 1200 somerby Dr, Apt 332, Mobile, AL 36695

Telephone No. _____ E-mail address srh2327@jagmail.southalabama.edu

Location or address of event where amplification will be used:

Lavretta park pickleball courts

Date of Event: 2/15/25 Starting Time: 7:30am Ending Time 5:00 pm

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

Type of Event: pickleball turnament

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

CITY CLERK'S OFFICE
MOBILE, AL
FR, JAN 24, AM8:26 RCVD

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

27

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: Kearria Freed

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-767-5244

Organization (if applicable) Kearria Kares Foundation

Mailing Address of Applicant 1108 Lynpark Cove Mobile, AL 36608

Telephone No. 251-767-5244 E-mail address kearriakaresfoundation@gmail.com

Location or address of event where amplification will be used:
Langan (Municipal) Park

Date of Event: 3/29/25 Starting Time: 10 am Ending Time 12 pm

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

Type of Event: Charity Walk

CITY CLERK'S OFFICE

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

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
Or e-mail to: cityclerk@cityofmobile.org

FR, JAN 24, AM8:26 RCVD

27

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: Margaret Smith
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 205-837-2843

Organization (if applicable) Cystic Fibrosis Foundation

Mailing Address of Applicant 500 Office Park Drive Suite 221

Telephone No. 205-870-8565 E-mail address mksmith@cff.org

Location or address of event where amplification will be used:
Langan Park Pavilion

Date of Event: 5/03/25 Starting Time: 9AM Ending Time 11AM

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

Type of Event: cystic fibrosis awareness walk - non profit

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

27

Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Date Thu 1/30/2025 10:03 AM
To City Clerk <cityclerk@cityofmobile.org>

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

Name: Kent Blackinton

Date To Address Council: 2025-02-04

Address: 64 South Water Street, Mobile AL 36602

Email: kent.blackinton@reniassancemobile.com

Phone: 2514153075

Subject And Specific Questions: Wish to address the Council during the Public Hearing for the renewal of the Mobile Tourism Improvement District, in favor of renewing with modifications on behalf of the Mobile Area Lodging Corporation Board of Directors. A petition in favor of renewing was submitted to the City Clerk on January 28 with signatures from 41 hotels.

Pertain To City Business: The Mobile Tourism Improvement District is a city ordinance which is up for renewal. The current ordinance was passed in 2020 and has brought significant impact to Mobile lodging businesses. The renewed ordinance would run from 2025-2030 and increase marketing dollars for the city as a destination and allow for impact that hoteliers could not otherwise make individually.

Signature: Kent Blackinton

Signature Verify: X

Agree: X

Date Submitted: 2025-01-30 10:03:21

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

Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Date Thu 1/30/2025 10:18 AM
To City Clerk <cityclerk@cityofmobile.org>

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

Name: Margo Gilbert

Date To Address Council: 2025-02-04

Address: 26 North Royal Street, Mobile AL 36602

Email: margo.gilbert@renaissancemobile.com

Phone: 2513385405

Subject And Specific Questions: To address the City Council during the Public Hearing scheduled for February 4th in favor of renewing the Mobile Tourism Improvement District with modifications. Margo Gilbert is the Vice President of the Mobile Area Lodging Corporation Board of Directors, the board which manages the TID. A petition was submitted on January 28th to the City Clerk with signatures from 41 hotels in the district.

Pertain To City Business: The Mobile Tourism Improvement District is governed by a city ordinance which is up for renewal. The original orginance began in 2020 and has provided significant impact to the Mobile lodging industry. The proposed new ordinance would run from 2025-2030 and provide marketing resources to these properties to promote overnight stays and Mobile as a destination. The impact is far greater than any hotelier would otherwise be able to make individually.

Signature: Margo Gilbert

Signature Verify: X

Agree: X

Date Submitted: 2025-01-30 10:17:53

2025

ORDINANCE

Sponsored by: Mayor Stimpson, Councilman Joel Daves, and Councilman Josh Woods

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the salary of the Mayor of the City of Mobile, Alabama shall be and the same hereby is fixed at the sum of $195,000 per annum.

This ordinance shall become effective on the first Monday of February 2025, and implemented the first Monday of November 2025, after the expiration of the term of office of the present municipal office holders and continue in force and effect until repealed by action of the City Council.

ADOPTED:

_____

City Clerk

34-___ **2025**

AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE MOBILE CITY CODE ENTITLED "LODGING TAX"

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (the "City") is committed to maintaining and improving public infrastructure and amenities to benefit residents and visitors alike; and

WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT:

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—City.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to ten (10) percent of the gross receipts received by each such person from the renting of rooms within the city, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

SECTION 3. Section 34-106 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Allocation of revenues.

(a) *Allocation of four-fifths of revenues*:

i. *Convention facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.

ii. *Capital improvement fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated to the capital improvement fund.

iii. *General Fund Operating Budget.* Ninety-six (96) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

(b) *Allocation of one-fifth of revenues*:

i. *Mobile Airport Authority*. One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, up to and not to exceed three million dollars ($3,000,000.00) per fiscal year, shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport. This allocation shall remain in effect for a period of ten (10) years from the effective date of this ordinance.

ii. *Mobile Arena Facility Debt Service*. One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars ($3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.

iii. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. **SEVERABILITY**: In the event that any section, 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, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. **REPEALER**: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

SECTION 7. EFFECTIVE DATE: This ordinance shall become effective on May 1, 2025, upon its adoption and publication as required by law.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 Jan 2025 (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 TRP Construction Group

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to TRP Construction Group for roadway thermal striping for 36 streets for Traffic Engineering.
CIP Citywide Roadway Striping

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $1,187,927.91

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: AL 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:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3451	2025	(2060) TRAFFIC ENGINEERING	ROADWAY THERMAL STRIPING FOR 36 STREETS FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$1,187,927.91	(297978) TRP CONSTRUCTION GROUP

Adopted:

_____

City Clerk

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released

Vendor	Ship To
TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---	---	---	---
	AS PER STATE OF ALABAMA CONTRACT MA 012-210000000200-012-2 EXPIRES 04-21-2025			
001	LABOR AND MATERIALS TO INSTALL AW THERMO 5" SOLID WHITE	60.00 MILE	5556.60000	333396.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			333396.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	LABOR AND MATERIALS TO INSTALL AW THERMO 5" BROKEN WHITE	20.00 MILE	2315.25000	46305.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			46305.00

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released

Vendor	Ship To
TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	LABOR AND MATERIALS TO INSTALL AW THERMO 5" DOTTED WHITE 2'4"	4000.00 FOOT	5.79000	23160.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			23160.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	LABOR AND MATERIALS TO INSTALL AW THERMO 5" DOTTED WHITE 3'9"	1000.00 FOOT	2.32000	2320.00

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor
TRP CONSTRUCTION GROUP
2411 MINNIS DR

HALTOM CITY, TX 76117

Tel#334-663-9685

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			2320.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	LABOR AND MATERIALS TO INSTALL AW THERMO 5" SOLID YELLOW	40.00 MILE	5556.60000	222264.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			222264.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released

Vendor	Ship To
TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
006	LABOR AND MATERIALS TO INSTALL AW THERMO 5" BROKEN YELLOW	25.00 MILE	2315.25000	57881.25
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			57881.25
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	LABOR AND MATERIALS TO INSTALL AW DOTTED YELLOWW 2'4"	4000.00 FOOT	5.79000	23160.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			23160.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
TRP CONSTRUCTION GROUP	TRAFFIC ENGINEERING
2411 MINNIS DR	852 GAYLE STREET
	MOBILE, AL 36604
HALTOM CITY, TX 76117	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#334-663-9685	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
008	LABOR AND MATERIALS TO INSTALL AW THERMO HANDWORK	41000.00 SQ FT	6.95000	284950.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			284950.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	LABOR AND MATERIALS TO INSTALL AW THERMO LEGEND	2500.00 SQ FT	6.95000	17375.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			17375.00

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released

Vendor	Ship To
TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	LABOR AND MATERIALS TO INSTALL MOBILIZATION	7.00 EACH	3472.88000	24310.16
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			24310.16
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	LABOR AND MATERIALS FOR TRAFFIC CONTROL - SINGLE LANE CLOSURE	30.00 EACH	2894.06000	86821.80

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released

Vendor	Ship To
TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			86821.80
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	LABOR AND MATERIALS FOR TRAFFIC CONTROL - DOUBLE LANE CLOSURE	15.00 EACH	4398.98000	65984.70
1	2000.80.00.0000.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN. .			65984.70
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released

Vendor	Ship To
TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			1187927.91

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

Account			Amount	Remaining Budget
E RWS08	.CONSTRUCTN.	.	1187927.91	322852.53

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	1187927.91	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	12/18/24	ADAM SPENCE	Auto approved by: 91054000
Approved	12/18/24	JENNIFER WHITE	
Approved	12/26/24	ADAM SPENCE	Auto approved by: 91054000
Approved	12/26/24	JENNIFER WHITE	
Approved	12/18/24	BRENDA RHODES	
Approved	12/18/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/18/24	RELYA MALLORY	Auto approved by: 910511034
Approved	12/26/24	BRENDA RHODES	Auto approved by: 910514227
Approved	12/26/24	TIFFANY HOLLINS	
Approved	12/26/24	RELYA MALLORY	Auto approved by: 910514227
Approved	12/20/24	DONALD ROSE	Auto approved by: 910518227
Approved	12/20/24	SANDRA LEWIS	
Approved	12/20/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/20/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/20/24	LONELL HARRIS	Auto approved by: 910518227
Approved	12/20/24	ANNE FOLEY	Auto approved by: 910518227

Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
TRP CONSTRUCTION GROUP	TRAFFIC ENGINEERING
2411 MINNIS DR	852 GAYLE STREET
	MOBILE, AL 36604
HALTOM CITY, TX 76117	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#334-663-9685	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/20/24	JOHN PAINE	Auto approved by: 910518227		
	Queued	12/26/24	DONALD ROSE	SEE DON ROSE		
	Queued	12/26/24	SANDRA LEWIS	SEE DON ROSE		
	Queued	12/26/24	STEVEN KRONINGER	SEE DON ROSE		
	Queued	12/26/24	SAMANTHA COOLEY	SEE DON ROSE		
	Queued	12/26/24	LONELL HARRIS	SEE DON ROSE		
	Queued	12/26/24	ANNE FOLEY	SEE DON ROSE		
	Queued	12/26/24	JOHN PAINE	SEE DON ROSE		

Authorized By: _____ Date: _____
Signature

ATTACHMENT A
LOCATIONS

Roadname	Limits
Emogene St	South St to I-65 Ser. Rd.
Florida St	Emogene St to Spring Hill Ave
Mobile St	Cotton St to Summerville St
Overlook Rd	University Blvd to Moffett Rd
Ann St	Dauphin St to Virginia St
Austal Way	Dunlap Dr to Causeway
Dunlap Dr	Causeway to Bridge
Houston St	Duval St to Govt. St
Michigan Ave	Virginia St to Govt. Blvd
Bolling Brothers Blvd	McVay Dr to dead end
Halls Mill Rd	Duval St to Holcombe Ave
Satchel Paige	Govt. Blvd to Halls Mill Rd
Alba Club Rd	Gill Rd to Staples Rd
Boykin Blvd	Alba Club Rd to DIP
Bellingrath Rd	Hwy-90 to City Limits
Carol Plantation Rd	City Limit to Hwy 90
Cary Hamilton Rd	Old Military Rd to Old Rock Rd
Colgate Dr	Rangeline Service Rd to Bowden Rd
Cypress Park / Business Park	Higgins Rd to Shipyard Rd
Higgins Rd	Rangeline Rd to Todd Acres Dr
Katherine Hankins Dr	City Limit to Hwy 90
Old Rock Rd	Hwy 90 to Hwy 90
Plantation Rd	City Limit to Hwy 90
Plantation Rd	Hwy 90 to dead end
Rite Rd	Hwy 90 to dead end
Rutgers Rd	Rangeline Service Rd to Hobart Rd
Swedetown Rd	Hwy 90 to City Limits
Dauphin St	Springdale Blvd to McGregor Ave
Florida St	Airport Blvd to Emogene St
Michael Blvd	Byron Ave East to Azalea Rd
Schillinger Rd	Hitt Rd to City Limits
Forest Hill Dr	Moffett Rd to Zeigler Blvd
Overlook Rd	Howells Ferry Rd to Moffett Rd
Tanner Williams	Schillinger Rd to Foster Rd
University Loop	Moffett Rd to University Blvd
Du Rhu Dr	Dauphin St to College Ln

Contract Header

Contract
Traffic Striping/Pavement Amendment #2

Type
Master Agreement

Supplier
TRP Construction Group, LLC

Contract Code
210000000202-012-2

Linked Solicitation
NA

Sourcing Number
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
5/30/2023

End Date
4/21/2025

Documents

Items

Item Name	Product Code		UOM
MOBILIZATION	210000000202-012-1-1	3,472.88	Each
TRAFFIC CONTROL-SINGLE LANE CLOSURE	210000000202-012-1-2	2,894.06	Each
TRAFFIC CONTROL-DOUBLE LANE CLOSURE	210000000202-012-1-3	4,398.98	Each

- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- 210000000202-012-2_Traffic_Striping_Amendment__2_2023-2024_pricing_V1.pdf
- 210000000202-012-2_Traffic_Striping_Main_Contract_V1.pdf

Item Name	Product Code		UOM
TRAFFIC CONTROL-TRIPLE LANE CLOSURE	210000000202-012-1-4	5,788.13	Each
SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-5	926.10	Mile
BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-6	439.90	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 2'	210000000202-012-1-7	1.16	Foot
WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-8	5.79	Foot
SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-9	926.10	Mile
BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-10	439.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-11	1.16	Foot
TRAFFIC CONTROL MARKING, CLASS 1, TYPE A	210000000202-012-1-12	4.05	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202-012-1-13	4.63	Square Foot

Item Name	Product Code		UOM
REMOVAL SOLID CLASS 1, TYPE A TRAFFIC STRIPING	210000000202-012-1-14	1,504.91	Mile
REMOVAL BROKEN CLASS 1, TYPE A TRAFFIC STRIPING	210000000202-012-1-15	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-16	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-17	5.79	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A	210000000202-012-1-18	3.47	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202-012-1-19	4.63	Square Foot
SOLID WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-20	1,273.39	Mile
BROKEN WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-21	607.75	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-22	1.74	Foot
WIDE DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE. 3'	210000000202-012-1-23	5.79	Foot

Item Name	Product Code		UOM
SOLID YELLOW CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-24	1,273.39	Mile
BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-25	607.75	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-26	1.74	Foot
TRAFFIC CONTROL MARKING, CLASS 1H, TYPE A	210000000202-012-1-27	4.63	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1H, TYPE A	210000000202-012-1-28	4.63	Square Foot
REMOVAL SOLID CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-29	1,504.91	Mile
REMOVAL BROKEN CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-30	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC	210000000202-012-1-31	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE 3	210000000202-012-1-32	5.79	Foot

Item Name	Product Code		UOM
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1H/1HAW, TYPE A	210000000202-012-1-33	4.63	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1H/1HAW, TYPE A	210000000202-012-1-34	4.63	Square Foot
SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202-012-1-35	3,183.47	Mile
BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202-012-1-36	1,736.44	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 2	210000000202-012-1-37	2.32	Foot
WIDE DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-38	5.79	Foot
SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202-012-1-39	3,183.47	Mile
BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202-012-1-40	1,736.44	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202-012-1-41	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2, TYPE A	210000000202-012-1-42	5.79	Square Foot

Item Name	Product Code		UOM
TRAFFIC CONTROL LEGEND, CLASS 2, TYPE A	210000000202-012-1-43	5.79	Square Foot
REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202-012-1-44	1,504.91	Mile
REMOVAL BROKEN CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202-012-1-45	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2/2AW, TYPE A TRAFFIC	210000000202-012-1-46	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-47	5.79	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2/2AW, TYPE A	210000000202-012-1-48	4.63	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2/2AW, TYPE A	210000000202-012-1-49	4.63	Square Foot
SOLID WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-50	2,199.49	Mile
BROKEN WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-51	1,157.63	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-52	2.32	Foot

Item Name	Product Code		UOM
WIDE DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE. 3'	210000000202-012-1-53	5.79	Foot
SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-54	2,199.49	Mile
BROKEN YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-55	1,157.63	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-56	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2T, TYPE A	210000000202-012-1-57	5.79	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202-012-1-58	5.79	Square Foot
REMOVAL SOLID CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202-012-1-59	1,504.91	Mile
REMOVAL BROKEN CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202-012-1-60	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-61	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE. 3'	210000000202-012-1-62	5.79	Foot
REMOVAL TRAFFIC CONTROL	210000000202-012-1-63	4.63	Square Foot

Item Name	Product Code		UOM
MARKINGS, CLASS 2T, TYPE A			
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202-012-1-64	4.63	Square Foot
SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-65	18,522.00	Mile
BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-66	6,714.23	Mile
NORMAL WIDTH DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-67	8.10	Foot
WIDE DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-68	5.79	Foot
SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-69	18,522.00	Mile
BROKEN YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-70	8,334.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-71	8.10	Foot
BROKEN BLACK, CLASS W, TYPE A TRAFFIC STRIPE	210000000202-012-1-72	6,714.23	Mile
NORMAL WIDTH DOTTED BLACK, CLASS W, TYPE A	210000000202-012-1-73	9.26	Foot

Item Name	Product Code		UOM
TRAFFIC STRIPE 2			
WIDE DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-74	5.79	Foot
TRAFFIC CONTROL MARKING, CLASS W, TYPE A	210000000202-012-1-75	27.78	Square Foot
TRAFFIC CONTROL LEGEND, CLASS W, TYPE A	210000000202-012-1-76	32.41	Square Foot
REMOVAL SOLID CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-77	2,286.31	Mile
REMOVAL BROKEN CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-78	2,286.31	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS W/WAW, TYPE A TRAFFIC	210000000202-012-1-79	5.79	Foot
REMOVAL WIDE DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-80	1.16	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS W/WAW, TYPE A	210000000202-012-1-81	4.63	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS W/WAW, TYPE A	210000000202-012-1-82	5.79	Square Foot
PAVEMENT MARKERS,	210000000202-012-1-83	6.95	Each

Item Name	Product Code		UOM
CLASS A-H, TYPE 1-A			
PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	210000000202-012-1-84	6.95	Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-A	210000000202-012-1-85	6.95	Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-B	210000000202-012-1-86	6.95	Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	210000000202-012-1-87	6.95	Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	210000000202-012-1-88	6.95	Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	210000000202-012-1-89	6.95	Each
SOLID WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-90	3,935.93	Mile
BROKEN WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-91	1,134.47	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-92	4.63	Foot
WIDE DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-93	2.32	Foot
SOLID YELLOW CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-94	3,935.93	Mile
BROKEN YELLOW, CLASS 1HAW,	210000000202-012-1-95	1,134.47	Mile

Item Name	Product Code		UOM
TYPE A TRAFFIC STRIPE			
NORMAL WIDTH DOTTED YELLOW, CLASS 1HAW, TYPE A TRAFFIC	210000000202-012-1-96	4.63	Foot
TRAFFIC CONTROL MARKING, CLASS 1HAW, TYPE A	210000000202-012-1-97	6.95	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1HAW, TYPE A	210000000202-012-1-98	6.95	Square Foot
SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-99	5,556.60	Mile
BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-100	2,315.25	Mile

1 2 ›

Contract: 210000000202-012-2 - Traffic Striping/Pavement Amendment #2

Contract
Traffic Striping/Pavement Amendment #2

Type
Master Agreement

Supplier
TRP Construction Group, LLC

Contract Code
210000000202-012-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
5/30/2023

End Date
4/21/2025

Documents

- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- 210000000202-012-2_Traffic_Striping_Amendment__2_2023-2024_pricing_V1.pdf
- 210000000202-012-2_Traffic_Striping_Main_Contract_V1.pdf

Items

Item Name	Product Code	UOM
NORMAL WIDTH DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-101	5.79 Foot
WIDE DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-102	2.32 Foot
SOLID YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-103	5,556.60 Mile
BROKEN YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-104	2,315.25 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-105	5.79 Foot
TRAFFIC CONTROL MARKING, CLASS 2AW, TYPE A	210000000202-012-1-106	6.95 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 2AW, TYPE A	210000000202-012-1-107	6.95 Square Foot
SOLID WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-108	18,522.00 Mile
BROKEN WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-109	6,714.23 Mile
NORMAL WIDTH DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-110	8.10 Foot
WIDE DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-111	5.79 Foot
SOLID YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-112	18,522.00 Mile
BROKEN YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-113	6,714.23 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-114	8.10 Foot
BROKEN BLACK, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-115	6,945.75 Mile
TRAFFIC CONTROL MARKING, CLASS WAW, TYPE A	210000000202-012-1-116	27.78 Square Foot
TRAFFIC CONTROL LEGEND, CLASS WAW, TYPE A	210000000202-012-1-117	32.41 Square Foot
VACUUMING OF MATERIAL DEBRIS	210000000202-012-1-118	1,504.91 Mile

« ‹ 1 2

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. OVG Resolution
2. OVG Management Agreement

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to executed for and on behalf of the City of Mobile, a management agreement with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360, to manage the New Mobile Arena. The term shall begin on the Effective Date as listed on the Management Agreement attached hereto and made a part hereof.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

_____

City Clerk

MANAGEMENT AGREEMENT – NEW ARENA

between

CITY OF MOBILE, ALABAMA

and

GLOBAL SPECTRUM, L.P.
d/b/a OVG 360

Dated: As of _____, 2025

MANAGEMENT AGREEMENT

This Management Agreement is made as of the ____ day of _____, 2025 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City and Manager are parties to that certain Management Agreement dated March 26, 2024 ("**Convention Center and Saenger Theater Management Agreement**"), pursuant to which the City engaged Manager to manage and operate the Arthur R. Outlaw Convention Center and the Saenger Theatre, each of which is located in the City of Mobile, Alabama;

WHEREAS, City and Manager are parties to that certain Interim Management Agreement for Civic Center and Pre-Opening Consulting Agreement for New Arena dated April 2, 2024 ("**Interim Management and Consulting Agreement**"), pursuant to which the City engaged Manager to (i) manage and operate the Mobile Civic Center, Civic Center Theater, and Civic Center Expo Hall (collectively, the "**Wind-Down Venues**"), each of which is located on the same site in the City of Mobile, Alabama, on an interim basis until such time as the Wind-Down Venues are closed for demolition (the "**Closure Date**"), and (ii) commencing on the Closure Date, provide certain pre-opening services for the New Arena (as defined herein);

WHEREAS, the City is in the process of developing, financing and constructing a new arena (the "**Facility**") to take the place of the Wind-Down Venues and the City desires to engage Manager to manage and operate the Facility upon its opening, and Manager desires to accept such engagement, pursuant to the terms and condition herein.

WHEREAS, the parties acknowledge that nothing in this Agreement is intended to, or shall, modify or amend the Convention Center and Saenger Theater Management Agreement or the Interim Management and Consulting Agreement, each of which shall remain in full force and effect, unmodified hereby.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions**.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facility and entered into in the ordinary course of operating the Facility. All Booking Contracts will be negotiated by and entered into by Manager as agent on behalf of the City, and Manager will be responsible for the administration of the Booking Contracts.

Buyout Amount: shall have the meaning given to such term in Section 13.4.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, computers or equipment, where the, individually or collectively, cost of such expenditure is greater than $5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of one (1) year.

Catering: the provision of food and/or beverages at or from the Facility to multiple customers, where payment for the entire function rests with one (or a limited number of) individuals or companies, typically where payment for such items has been arranged for in advance of such function, such as sales in the suites, banquet rooms or conference rooms in the Facility; provided that Catering shall not include Food and Beverage Sub-Contractor Sales.

City: shall have the meaning given to such term in the Recitals to this Agreement.

Commercial Rights: Naming Rights, entitlement rights, pouring rights, branding rights, advertising, Sponsorships, and premium seating (including luxury suites, club seats, loge boxes and party suites, if any) with respect to and located at the Facility.

Concessions: the provision of food and/or beverages at or from the Facility not including Catering (such as, by way of example only, sales from permanent or portable concession stands or roving vendors to individual customers (including, without limitation, by means of "hawking")); provided that Concessions shall not include Food and Beverage Sub-Contractor Sales.

Controlled Facility: shall have the meaning given to such term in Section 5.8 of this Agreement.

CPI: "Consumer Price Index" for the Southeast region (Consumer Price Index for All Urban Consumers, East South Central), as published by the United States Department of Labor, Bureau of Labor Statistics or other successor or similar index published by the United States Department of Labor Bureau of Labor Statistics if said Consumer Price Index is no longer published.

Early Termination Fee: shall have meaning given to such term in Section 4.2(c).

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Event: shall mean any emergency incident threatening or affecting the safety, welfare or security of the City or its inhabitants as determined by the Mayor of the City in his/her discretion. During Emergency Events, the City may take over management and control of the Facility in accordance with Section 5.8 hereof. The Emergency Event shall terminate once the Mayor of the City provides notice that any Emergency Event has ended, any evacuation orders have been lifted, and/or that it is safe for staff to return to their normal workplace, or that it is safe for the public to return to the community and their homes, as applicable, provided that if use by the City for the Emergency Event has resulted in damage to the Facility that, in Manager's reasonable discretion, makes holding Events at the Facility impracticable, the Emergency Event shall be deemed to continue until the City effects repairs at the Facility to their condition prior to the Emergency Event or as otherwise agreed by City and the Manager.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility (or any individual Facility) threatening persons or property.

Event or Events: shall mean events and activities to be held at the Facility where the Facility is used by members of the public, whether publicly ticketed or private.

Event Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where advance ticket sale revenue and rental deposits are deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, pandemic or epidemic, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, war or hostilities, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Event Revenue: All Revenue generated from (i) Events and retained by the Facility and deposited in the Operating Account pursuant to the terms of Section 9.2, including without limitation Revenue retained by the Facility from ticket sales (including ticketing fees), food and beverage, parking, facility fees, rental fees, and other Event revenue streams, and (ii) the sale of Commercial Rights, including Naming Rights, Sponsorships and premium seating sales.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facility: shall have the meaning given to such term in the Recitals to this Agreement, and shall include, without limitation, the (i) arena bowl and concourses, premium seating areas, meeting and conference rooms, exhibition space, dressing rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and (ii) the entrances, grounds, sidewalks and parking

areas adjacent to the Facility as specifically identified on Schedule 1 hereto. The Parking Garage is specifically excluded from the term "Facility".

FF&E: Furniture, fixtures and equipment to be procured for use at the Facility.

Fixed Fee: The fixed monthly fee City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Catering Revenue: the total of all amounts received by OVGH from the operation of Catering at the Facility, *less* (i) all sales taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) fees and charges on credit card transactions, (iii) the management charge (also known as the "service charge") in connection with catering performed at the Facility (which amount may be retained in full by OVGH), (iv) tips and gratuities paid out to employees, (v) receipts from sales that OVGH does at cost, (vi) Food and Beverage Net Sub-Contractor Revenue, and (vii) bad debt.

Food and Beverage Commissions: shall have meaning given to such term in Section 3.4 herein.

Food and Beverage Concessions Revenue: the total of all amounts received by OVGH from the operation of Concessions at the Facility, less (i) all sales taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) fees and charges on credit card transactions, (iii) tips and gratuities paid out to employees, (iv) receipts from sales that OVGH does at cost with City approval, and (v) Food and Beverage Net Sub-Contractor Revenue.

Food and Beverage Expenses: All expenses incurred by OVGH in its performance of the Food and Beverage Services.

Food and Beverage Fee: shall have meaning given to such term in Section 3.4 herein.

Food and Beverage Net Subcontractor Revenue: the net proceeds paid to and received by OVGH from Food and Beverage Sub-Contractor Sales.

Food and Beverage Revenue: shall mean the sum of (a) all Food and Beverage Catering Revenue, plus (b) all Food and Beverage Concession Revenue, plus (c) all Food and Beverage Net Subcontractor Revenue.

Food and Beverage Services: the right to manage, sell and service food, snacks, non-alcoholic beverages and alcoholic beverages, including both Concessions and Catering, in the Facility.

Food and Beverage Sub-Contractor Sales: any food or beverage sales at or from the Facility by any third-party sub-contractor of OVGH.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facility as designated by Manager and approved by the City in accordance with Section 6.2. Such employee may be given a different title (such as "Executive Director") in Manager's discretion.

Governmental Authority: shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

Investment: shall have the meaning give to such term in Section 13.4.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Long-Term Capital Improvement Projects: shall mean any improvement project at the Facility where the expected useful life is over five (5) years.

Management-Level Employees: The Executive Director, General Manager(s), Assistant General Managers, Business Managers (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facility (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director, Event Manager and Director of Food and Beverage).

Manager: shall have the meaning given to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events.

Material Contracts: shall mean any contract, including but not limited to contracts related to the sale of Commercial Rights, to be entered into by Manager in connection with the Facility (a) with obligations or payments by the City/Facility in excess of $50,000, (b) with obligations or payments to the City in excess of $100,000, not including contracts for event bookings, (c) that extends for more than five (5) years, or (d) for the sale of Naming Rights. All Material Contracts shall remain subject to the prior review and written approval of City, such approval not to be unreasonably withheld.

Naming Rights: the right to designate the name of the Facility or a portion of the Facility (the latter of which is sometimes referred to as sub-naming rights).

Opening Date: the date of the first (1st) Event at the Facility (including any opening gala), estimated to occur in January, 2027.

Operating Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, management, staffing, promotion and maintenance of the Facility, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) repairs, maintenance,

and equipment servicing, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel and entertainment expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including the amount of any deductible or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to Commercial Rights sales), (xxiv) cost of complying with any Laws; (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility on behalf of the City; (xxvi) costs incurred under Service Contracts and other agreements relating to Facility operations, (xxvii) landscaping costs, (xxviii) Taxes, and (xxix) the Fixed Fee.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, property taxes, or property insurance on the Facility itself or the contents within the Facility owned by City, all of which costs shall be borne by City and, if incurred by Manager, shall be promptly reimbursed to Manager by City.

Operating Term: shall commence on the Opening Date and shall end on the first (1st) September 30 to occur following the twenty second (22nd) anniversary of the Opening Date.

Operating Year: Each twelve (12) month period during the Operating Term, commencing on October 1 and ending on September 30, provided that the first (1st) Operating Year shall be a shorter period to commence on the Opening Date and end on the first (1st) September 30th following the Opening Date, and the last Operating Year shall end on the effective date of expiration or termination of this Agreement.

Operations Manual: Document to be developed by Manager which shall contains detailed terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both City and the Manager.

OVGH: shall have the meaning given to such term in Section 3.4 herein.

Parking Garage: shall have the meaning given to such term in Section 5.9 herein.

Person: shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Pre-Opening Expense Account**": A separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, into which the City deposits in advance funds for the payment of Pre-Opening Expenses, and from which Manager may draw to pay such Pre-Opening Expenses.

Pre-Opening Expense Budget: shall mean the budget reflecting anticipated Pre-Opening Expenses attached hereto as Exhibit D.

Pre-Opening Expenses: shall mean the out-of-pocket costs incurred by Manager during the Pre-Opening Period, as set forth in the Pre-Opening Expense Budget.

Pre-Opening Period: the period of time commencing on the Effective Date and ending on the Opening Date.

Quality Operating Standard: shall mean an operating standard suitable for professional hockey, basketball, concerts, mardi gras balls, receptions and events and family shows, which is consistent with the standards of quality and performance that exist at the pertinent time for other first-class multi-purpose sports and entertainment arenas of a similar age, capacity and capabilities.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, the Food and Beverage Commissions, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party promoter/licensee and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Short-Term Capital Improvement Projects: shall mean any improvement project at the Facility where the expected useful life is less than five (5) years.

Sponsorship: sponsorship, promotional and advertising rights, entitlements and benefits associated with the Facility and events and activities occurring thereat, including without limitation Naming Rights, and further including without limitation the right to suggest a branding affiliation and/or market or promote a brand, product or service at or in connection with the Facility or events or activities occurring thereat (for the sake of clarity, Sponsorship does not including premium seating sales).

Sponsorship Threshold: shall have the meaning given to such term in Section 3.3

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of City at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Trailing Commissions: shall have the meaning given to such term in Section 3.3 of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager (i) during the Pre-Opening Period to provide the pre-opening services described on Exhibit A-1 hereto, and (ii) during the Operating Term to act as the sole and exclusive manager and operator of the Facility, including the Food and Beverage Service and sales of Commercial Rights, subject to and as more fully described in this Agreement and, in connection with the foregoing, Manager shall perform the services described in Exhibit A-2 attached hereto. Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

(b) The City covenants and agrees to develop, construct and deliver to Manager on the Opening Date, the Facility, and that the Facility will meet, on the Opening Date, the minimum requirements set forth on Schedule II hereof; provided, however, that whether to proceed with the development and construction the Facility shall be in the sole discretion of the City prior to Manager contributing the first installment of the Investment as provided in Section 13.4. In the event the City determines not to proceed with the development and construction of the Facility prior to Manager contributing the first installment of the Investment, the City shall certify to such fact in writing to Manager and, in such case, this Agreement shall terminate automatically upon Manager's receipt of such notice, provided that such termination shall have no affect on, and shall not terminate, the Convention Center and Saenger Theater Management Agreement.

(c) The City and Manager acknowledge that they have mutually agreed on (i) the design plans for the Facility, a copy of which is [either attach as an exhibit or incorporate by reference, depending on length of document] ("**Design Plans**"), and (ii) the list of FF&E to be procured by the City for the Facility, a copy of which is [either attach as an exhibit or incorporate by reference, depending on length of document] ("**FF&E List**"). Any material changes to the Design Plans and/or FF&E List shall be subject to the prior approval of Manager (it being agreed that changes that, in Manager's reasonable discretion, would impact Manager's ability to generate Revenue or that would result in an increase in Operating Expenses are deemed to be material). All design and construction costs, including the cost of FF&E and Capital Expenditures for the Facility, shall be paid for by the City and Manager shall have no responsibility for such costs, subject to Manager's obligation to make the Investment as described in Section 13.4 below. Manager shall have the right to participate in all construction meetings including all meetings with the project manager for the construction, and be included on all material correspondence relating to the construction of the Facility (including reports of any construction monitor appointed in connection with the Facility project, if any).

(d) The Manager covenants and agrees to use its best efforts (provided that such obligation shall not require Manager to incur out-of-pocket costs or accept a below-market financial arrangement or terms that are not in the best interests of the Facility, as determined by Manager in its reasonable discretion) to cause a professional minor league hockey team to contract with the City

("Hockey Contract") (i) for a professional minor league hockey team to utilize the Facility as its "home" venue and play its home games at the Facility, on terms (including the term of such contract) mutually agreed by Manager, the City and the team, and (ii) to enter into a non-relocation agreement with the City (the specific terms of which to be subject to the mutual agreement of the City, Manager and the hockey team) for the term of the Hockey Contract. For the sake of clarity, the Hockey Contract shall be subject to the prior written approval of Manager and the City.

(e) The parties acknowledge that the Commercial Rights Fee, as defined and described in Section 3.3 below, consists, in part, of fifteen percent (15%) of Revenue from the sale of Sponsorships. Manager commits to designate fifty percent (50%) of such stream of income (i.e., 7.5% of Revenue from the sale of Sponsorships), up to a maximum of $175,000 per Operating Year, to fund a hockey training center with ice making capabilities in the City, if such facility is developed by the City and/or the hockey team within the first five (5) years of the Term. The details of such funding, including the timing thereof, shall be mutually agreed by the City and Manager, each acting reasonably.

Section 2.2 Limitations on Manager's Duties.

(a) Manager's obligations under this Agreement are contingent upon and subject to City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by City to timely provide such funds.

(b) While Manager's rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with City's prior written approval as set forth herein.

ARTICLE 3
COMPENSATION

Section 3.1 Fixed Management Fee. During the Term, in consideration of Manager's performance of its services hereunder, City shall pay Manager a fixed management fee, as follows:

(a) Fixed Fee. The City shall pay Manager a monthly fixed fee ("**Fixed Fee**"). Beginning on the Effective Date and ending on the Opening Date, the Fixed Fee shall be Six Thousand Two Hundred Fifty Dollars ($6,250) per month. Beginning on the Opening Date and ending at the end of the first (1st) Operating Year, the Fixed Fee shall be Thirty-Three Thousand Three Hundred Thirty-Three Dollars and thirty-three cents ($33,333.33) per month. Beginning with the start of the fourth (4th) Operating Year, the Fixed Fee shall be increased each three (3) year period during the Term, by the change in CPI, as follows: Beginning at the end of the third (3rd) Operating Year, and continuing on each third (3rd) anniversary thereafter during the Term, the Fixed Fee for the succeeding three-year period shall be adjusted by a percentage amount equal to the percentage change in the CPI from (i) the date that is 3-years prior to the date of such adjustment, to (ii) the date of the adjustment, not to exceed 3% with respect to any 12-month period (i.e., no more than 9% for any adjustment every 3rd year). If the CPI goes down in any three-year period, the Fixed Fee for the next adjustment period shall remain flat.

The Fixed Fee shall be payable to Manager in advance, beginning on the Opening Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Arena Revenue Share. In addition to the other fees described hereunder, as consideration for Manager's management of the Facility, Manager shall be entitled to receive a share of the Event Revenue ("**Manager Event Revenue Share**") in each Operating Year. Manager Event Revenue Share shall be as follows:

Annual Event Revenue	Manager Event Revenue Share	City Share
$0 to $4 million (Tier 1)	5%	95%
$4 - $6 million (Tier 2)	10% (on the increment over Teir 1)	90%
$6 - $8 million (Tier 3)	20% (on the increment over Tier 2)	80%
Over $8 million (Tier 4)	30% (on the increment over Tier 3)	70%

The Manager Event Revenue Share for each Operating Year shall be paid to Manager no later than ninety (90) days following the end of such Operating Year. In the event of any Operating Years of less than a full 12-months, the Arena Event Revenue dollar tiers ($4 million, $6 million and $8 million) shall be pro-rated based on the number of days elapsed in such Operating Years out of 365.

Section 3.3 Commercial Rights Fee. In addition to the other fees due Manager hereunder, the City shall pay Manager or its Affiliate, as applicable, fifteen percent (15%) of Revenue from the sale of Sponsorships and twenty percent (20%) of Revenue from the sale of premium seating (e.g., suites, club seats and loge boxes, as applicable) at the Facility (collectively, the "**Commercial Rights Fee**"). For the sake of clarity, the parties acknowledge that the Commercial Rights Fee shall be paid on all gross revenue from the sale of Commercial Rights at the Facility as described in the preceding sentence. The Commercial Rights Fee shall be paid for the full duration of all contracts for such applicable Commercial Rights, including, with respect to contracts for Commercial Rights secured during the Term, any time period that extends after the end of the Term (commissions accruing to Manager after the end of the Term are referred to herein as "**Trailing Commissions**"). Manager shall have the sole and exclusive right to sell all Commercial Rights (including Naming Rights, other Sponsorship Rights, and premium seating), but all sales of Naming Rights, and sales of any other Commercial Rights that extend for periods after the end of the Term, are subject to prior review and approval by the City in its sole discretion. Payments due under this paragraph shall be made to Manager on an annual basis, within sixty (60) days of the end of each Operating Year, with respect to Revenue received in that year from the applicable Commercial Rights contracts. The provisions of this paragraph shall survive expiration or termination of this Agreement, and such settlements shall continue on an annual basis following the end of the Term with respect to Revenue from Commercial Rights received in such years until such time as all Commercial Rights Fees, including the Trailing Commissions, due Manager under this paragraph are fully paid. Notwithstanding anything to the contrary herein, in any

Operating Year in which Revenues from Sponsorships exceed the Sponsorship Threshold, any amounts in excess of the Sponsorship Threshold will be paid directly to the City, will not be included in the Operating Budget as Revenues of the Facility and will not be included in Manager Event Revenue Share (but, for the sake of clarity, the Commercial Rights Fee shall still be paid on such excess Revenues). The "Sponsorship Threshold" shall mean $2,500,000, provided that beginning with the start of the fourth (4th) Operating Year, the Sponsorship Threshold shall be increased each three (3) year period during the Term, by the change in CPI, as follows: Beginning at the end of the third (3rd) Operating Year, and continuing on each third (3rd) anniversary thereafter during the Term, the Sponsorship Threshold for the succeeding three-year period shall be adjusted by a percentage amount equal to the percentage change in the CPI from (i) the date that is 3-years prior to the date of such adjustment, to (ii) the date of the adjustment, not to exceed 3% with respect to any 12-month period (ie, no more than 9% for any adjustment every 3rd year). If the CPI goes down in any three-year period, the Sponsorship Threshold for the next adjustment period shall remain flat. Notwithstanding anything to the contrary herein, the Commercial Rights Fee will not be considered to be a part of Revenue or Event Revenue hereunder. The balance of all Revenue from the sale or license of Commercial Rights, net of the Commercial Rights Fee, shall be part of Revenue and Event Revenue hereunder.

Section 3.4 Food and Beverage Fee. Manager is hereby authorized, subject to the provisions of Section 14.3, to engage its Affiliate, Ovations Food Services, L.P., d/b/a OVG Hospitality ("**OVGH**"), to provide Food and Beverage Services at the Facility on the following terms: OVGH shall incur all Food and Beverage Expenses and retain all Food and Beverage Revenue for its own account, subject to paying the Facility for deposit into the Operating Account pursuant to the terms of Section 9.2, the following commissions: (a) 40% of Food and Beverage Concessions Revenue, (b) 25% of Food and Beverage Catering Revenue, and (c) 50% of Food and Beverage Net Sub-Contractor Revenue (collectively, the "**Food and Beverage Commissions**"). The Food and Beverage Revenue retained by OVGH for its own account, net of the Food and Beverage Commissions, is referred to herein as the "**Food and Beverage Fee**" and shall not be considered to be Revenue or Event Revenue hereunder. The Food and Beverage Commissions shall be part of Revenue and Event Revenue hereunder.

Section 3.5 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of eight percent (8%) per annum.

Section 3.6. Commitment to Act in Good Faith; City Reservation of Sovereign Powers. The Parties hereunder acknowledge and agree that the financial arrangements hereunder are each based on the assumptions that each Party will act in good faith with respect to their operations hereunder, and that the regulatory environment (on a City basis) relating to Facility operations will not change during the Term in a manner that materially negatively impacts Manager's financial arrangements. In accordance with the foregoing, the Parties agree as follows:

(a) Manager agrees that it shall act in good faith to maximize Revenues and minimize Operating Expenses, while acting at all times in a manner consistent with the Quality Operating Standard and its other facility management and operation engagements, provided that Manager makes no guarantee as to the financial performance of the Facility hereunder. Should the City have reasonable concerns that Manager is not acting in accordance with the foregoing, the Parties shall proceed as set forth below:

(i) Without prejudice to its rights under section 4.2, if the City has a good faith concern that the requirements of the foregoing paragraph of this Section 3.9(a) are not being followed, the City may notify Manager in writing of such concern. In such case, the Parties agree to meet within ten (10) days of Manager's receipt of such written notice to discuss the issue. If the issue is not resolved within five (5) days of such meeting, the Parties agree to escalate the issue to the Manager's President, and the City's Mayor, who agree to use good faith efforts for a period of at least thirty (30) days to attempt to resolve such issue in a manner that satisfies the Parties. Nothing in this paragraph shall limit or restrict in any way a Party's exercise of any other rights or remedies that may be available to it, including its rights to proceed under Section 4.2 hereof.

(b) Manager agrees that nothing herein shall limit the City's right to impose Taxes or other regulations in its sovereign discretion, provided in the event the City imposes or increases an admissions, sales or other tax on Facility tickets or its other operations, the Parties shall discuss in good faith amendments to this Agreement to reflect any negative impact such tax may have on Event Revenue.

ARTICLE 4
TERM; TERMINATION

Section 4.1 Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall include both the Pre-Opening Period and the Operating Term. For clarification purposes, upon the Effective Date, the Pre-Opening Consulting Duties (as defined in the Interim Management and Consulting Agreement) and the Pre-Opening Consulting Duties for New Arena Fixed Fee (as defined in the Interim Management and Consulting Agreement) provided in the Interim Management and Consulting Agreement, shall terminate.

Section 4.2 Termination. This Agreement may be terminated, in whole:

(a) (i) by City upon thirty (30) days written notice to Manager, in the event of a permanent closure of the Facility, the fact of which is certified by the City in writing to Manager, or (ii) by either Party if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, with each such failure to perform or comply constituting a "**Breach**".

(b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

(c) by the City for its convenience, effective on the tenth (10th) anniversary of the Opening Date, by written notice delivered to Manager no earlier than nine (9) months prior to the tenth (10th) anniversary of the Opening Date, and no later than six (6) months prior to the tenth (10th) anniversary of

the Opening Date, subject to payment by the City, no later than the tenth (10th) anniversary of the Opening Date, of (i) all amounts due to Manager hereunder up to the date of termination, (ii) the Buyout Amount, and (iii) the Early Termination Fee. The "Early Termination Fee" shall be an amount equal to the average annual sum of the Base Fee and Manager Event Revenue Share earned by Manager with respect to Operating Years 8, 9 and 10, multiplied by three (3).

Section 4.3 Effect of Termination. Upon expiration of this Agreement pursuant to Section 4.1, or termination of this Agreement pursuant to Section 4.2, the following shall apply:

(a) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Facility, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, subject to the limits of the Operating Budgets and funding by the City of Capital Expenditures, and damage caused by third parties, (iii) Manager shall deliver or otherwise make available to the City all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to City, provided that Manager shall own and may retain all employment files/records relating to employees of Manager during the Term, and Manager may retain copies of all materials pertinent to its operation of the Facility during the Term, such as materials documenting its performance and those relating to claims or potential claims that have been or may be asserted related to Manager's operation of the Facility, including contracts and event incident reports, (iv) Manager shall transfer any open Facility accounts (such as any Event Account) or the monies therein to the City or a successor Facility manager, and (v) without any further action on the part of Manager or City, the City shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

(b) City shall promptly pay Manager all fees and Operating Expenses (if any are advanced by Manager pursuant to this Agreement) due Manager up to the date of termination or expiration.

(c) In the event this Agreement is terminated by the City pursuant to Section 4.2(a)(i) (permanent closure of a Facility), by Manager under Section 4.2(a)(ii) or 4.2(b), or by either party under Section 19.5(b), City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include reasonable costs associated with (i) to the extent any Management-Level Employee's employment with Manager will cease as a result of the termination of this Agreement, reimbursement of Manager for any severance paid to such employees, not to exceed three (3) months per employee paid to no more than three (3) of Manager's Management-Level Employees, and (ii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses and has taken reasonable steps to mitigate the same.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY; PARKING

Section 5.1 Ownership of Facility, Data, Equipment and Materials.

(a) City will at all times retain ownership of the Facility and all Facility FF&E. Any data, equipment, supplies and materials furnished by City to Manager or acquired by Manager as an Operating Expense shall remain the property of City, and shall be returned to City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City recognizes that Manager intends to license certain third-party software for use with respect to Manager's obligations at the Facility, the costs of which are paid on a monthly basis, and upon expiration or termination of the Term such software licenses shall remain with Manager. Furthermore, the parties agree that (i) the Operations Manual to be developed and used by Manager hereunder is proprietary to, and shall be owned by, Manager, but City may retain a copy thereof for its own use following the end of the Term and may share the contents of the Operations Manual with a new manager as reasonably necessary for use solely at the Facility, and (ii) all employee files shall belong solely to Manager.

(b) Without the prior written consent of City, Manager shall not grant any security interest in or create any encumbrance on any property held by City or any of its Affiliates.

(c) Upon the prior written request of City, Manager will assist City with registering domain names for the Facility in the name of the City.

Section 5.2 Right of Use by Manager. City hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. Without limiting the foregoing, Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder).

Section 5.3 Office Space and Parking for Facility Staff. City shall provide Manager, at no cost to Manager, a sufficient amount of suitable office space in the Facility, and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility' event staff. For clarification purposes, the above-described parking spaces will not be provided in the Parking Garage, but shall be provided in the onsite surface parking lot at the Facility.

Section 5.4 Observance of Agreements. City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, use agreements, bonds, debentures, loans and other financing and security agreements to which City is bound in connection with its ownership of the Facility.

Section 5.5 Reservation of Rights of City In General. Representatives of the City shall have the right to enter all portions of the Facility to inspect the same, to observe the performance of Manager of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Manager for security purposes and to minimize any interference with or disruption of Manager's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the parties under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

Section 5.6 Use by City. City shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facility by City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facility's approved booking policies and subject to availability. Upon request of City, Manager shall provide to City a list of available dates for City's use of the Facility. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by City, Manager may propose alternative dates for City's event, and City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

Section 5.7 Preferential Use. The following organizations will be entitled to preferential use of the Facility as referenced and provided in this Section:

a. Mardi Gras. As requested by the City, and subject to any rights of third parties/entities granted prior to the Effective Date, Manager shall give Mardi Gras organizations the priority right to utilize the Facility consistent with past practices of the City, the prior Civic Center and the Mardi Gras organizations. The parties acknowledge that all such Mardi Gras organizations shall be required to satisfy all standard Facility requirements for licensees of the Facility, including signing the Facility license agreement for their use of the Facility, paying rent and expenses as well as applicable deposits, and securing the Facility-required insurance. During Mardi Gras season (which is deemed to commence 18 days prior to Ash Wednesday and end on Ash Wednesday each year), the use of the Facility for purposes other than as a space to host Mardi Gras Events shall be subordinate to Mardi Gras events by Mardi Gras organizations and must be approved in advance by the City in the event a booking conflict occurs.

Section 5.8 Emergency Events. The City reserves the right to take over control, management, use, and occupancy of some or all of the Facility at no charge during an Emergency Event (the "**Controlled Facility**"). During such Emergency Event, the City shall be solely responsible for the costs of operating, servicing, and supplying staff, citizens, visitors, and vendors occupying the Controlled Facility during the Emergency Event, and Manager shall not be responsible for staffing or operating the

Controlled Facility during such Emergency Events other than basic security and general operation matters. To the extent any signage at any of the Facility is digital, the City shall have the right to use such signage during the Emergency Event (e.g., for public notifications). The City shall be responsible at its expense for repairing any damage to the Controlled Facility occurring during an Emergency Event and returning the Controlled Facility to the same condition as the Controlled Facility was prior to the Emergency Event. The Fixed Management Fee shall remain due and owing during the Emergency Event, and the City shall be liable for any incremental costs reasonably incurred by Manager during such Emergency Event and directly resulting from the City controlling the Controlled Facility, such as the cost of laying off or furloughing employees. For any scheduled Event not otherwise cancelled or postponed due to the Emergency Event, the Parties shall use their best faith efforts to reschedule the Event and amend the Operating Budget as necessary in compliance with the terms set forth in Section 8.2 of this Agreement. The foregoing provision shall not be deemed to limit either Party's termination rights set forth in Section 4.2 of this Agreement.

Section 5.9 Parking Facility. The City is constructing and will own the parking garage adjacent to the Facility as identified on Schedule _____ attached hereto ("**Parking Garage**"). Beginning on _____, 2025 and continuing through the end of the Term, Manager's affiliate, OVG Parking, LLC, shall have the right to manage the Parking Garage, on the terms set forth on Exhibit G attached hereto and incorporated herein. The City and OVG Parking, LLC, each acting in good faith, shall enter into a separate agreement reflecting the foregoing terms and any other terms such parties mutually agree upon, with respect OVG Parking, LLC's management of such Parking Garage. The fees earned by OVG Parking, LLC from its management of the Parking Garage (as described on Exhibit G hereto) are solely for OVG Parking LLC's account and shall not constitute part of Revenue or Event Revenue. However, the (a) net parking profits from the Parking Garage related to events at the Facility shall be part of Revenue and Event Revenue, and (b) the net parking profits or losses from the Parking Garage not related events at the Facility (i.e., related to non-event daily or monthly parking) shall belong solely to the City and shall not be part of Revenue or Event Revenues. All costs related to the operation, management, maintenance and security of the Parking Garage shall be incurred by the City outside of this Agreement (i.e., such costs shall not be deemed to be Operating Expenses). The Parking Garage shall be made available for parking for Events at the Facility, as well as daily and monthly (if applicable) parking, subject to the rights of the U.S. Army Corps of Engineers to utilize parking spaces in the Parking Garage as described in the Agreement dated _____ between such party and the City. OVG Parking, LLC shall be an intended third-party beneficiary of this Section 5.9.

ARTICLE 6
PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee policies, not to exceed industry standards for similar Facility, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee policies related to bonus and benefits shall be provided to City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include a qualified individual with managerial experience in facilities similar to the Facility to serve as a full-time on-site General Manager of all of the Facility. Hiring of the General Manager shall require the prior approval of City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility. The parties acknowledge that the General Manager may have a different title (such as Executive Director), in Manager's discretion.

Section 6.3 Non-Solicitation / Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Party ("**Soliciting Party**") nor any of its subsidiary entities shall solicit for employment, or hire, any of the other Party's ("**Employing Party**") Management-Level Employees (as to City, "Management-Level Employees" shall mean Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement.

ARTICLE 7
PRE-OPENING EXPENSES AND EXPENSE BUDGET

Section 7.1 Establishment of Pre-Opening Expense Budget. The Pre-Opening Expense Budget details the projected Pre-Opening Expenses to be incurred by Manager during the Pre-Opening Period. The Pre-Opening Expense Budget is deemed approved by the City by virtue of the City's execution of this Agreement, but may be adjusted by Manager from time to time, subject to the approval of the City (such approval not to be unreasonably withheld or delayed).

Section 7.2 Funding of Expenses During Pre-Opening Period. The City shall pay for all Pre-Opening Expenses incurred by Manager in connection with the performance of its obligations under this Agreement during the Pre-Opening Period, in accordance with this Section 7.2. Upon execution hereof, the City shall establish the Pre-Opening Expense Account, and transfer to such account an amount equal to the projected Pre-Opening Expenses for the first month (or portion thereof), as set forth in the Pre-Opening Expense Budget. On or before the first day of each succeeding month during the Pre-Opening Period, the City shall transfer to the Pre-Opening Expense Account an amount equal to the projected Pre-Opening Expenses for such month, as set forth in the Pre-Opening Expense Budget. Manager may access such account periodically, as needed, for the purpose of withdrawing funds to pay Pre-Opening Expenses, including without limitation the Fixed Management Fee.

ARTICLE 8
OPERATING BUDGET

Section 8.1 Establishment of Operating Budget. Manager agrees that no later than one hundred twenty (120) days prior to the Opening Date with respect to the first (1st) Operating Year, and at least sixty (60) days prior to the commencement of each subsequent Operating Year, it will prepare and submit to City its proposed Operating Budget. Each such annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget. The parties acknowledge certain overhead expenses (for example, insurance costs and costs related to the General Manager overseeing all the Facility and other facilities in Mobile pursuant to a separate agreement) may be allocated among the various Operating Budgets (including the operating budget for the Saenger Theatre), which allocation shall be proposed by Manager in a fair and equitable manner shall be subject to the approval of the City, such approval not to be unreasonably withheld.

Section 8.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of City, which approval shall not be unreasonably withheld or delayed. In order for City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to City such reasonable financial information relating to the Facility as may be requested by City from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by City, which approval shall not be unreasonably withheld or delayed. If City fails to approve any annual Operating Budget (or any proposed amendment thereto), City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

Section 8.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the applicable Operating Budgets. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to such Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budgets are not achieved. Manager agrees to notify City within 30 days of any

material negative variance in the bottom-line net operating profit/loss figure in any Operating Budget, and any material increase in total Operating Expenses for the Facility from that provided for in the applicable Operating Budget. For purposes of this Section 8.3, a material variance or increase shall mean a variance or increase of more than fifteen percent (15%). In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the applicable Operating Budget.

ARTICLE 9
PROCEDURE FOR HANDLING INCOME

Section 9.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event. Such monies will be held in escrow for the protection of ticket purchasers, City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion and settlement of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account.

Section 9.2 Operating Account. Except as provided in Section 9.1, all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

ARTICLE 10
DBE AND LOCAL PARTICIPATION

Section 10.1 Participation Goals. Manager agrees that in each Operating Year, it shall seek to provide no less than thirty percent (30%) of the total of (a) Operating Expenses (excluding utility costs and salaries of on-site employees) and (b) event expenses remitted by users of the Facility pursuant to Booking Contracts (collectively, "**Directed Expenses**") to certified Disadvantaged Business Enterprises (DBEs) ("**Participation Goal**"). For clarify, Directed Expenses shall exclude expenses over which Manager has no control or is unable to direct to a third party, including, without limitation, union labor (e.g., stagehands). In addition, Manager agrees that is shall comply with the Mobile First Initiative set forth in Exhibit E attached hereto (the "**Local Hire Commitment**"), and shall utilize City-approved workforce services to the extent required by the Local Hire Commitment. If Manager does not meet the Participation Goal or Local Hire Commitment in any Operating Year, it shall not be considered a breach hereunder, but Manager and the City shall meet within sixty (60) days of following submission of DBE reporting as set forth below to discuss efforts by which Manager can meet its Participation Goal, and implement measures to meet its Participation Goal in the following Operating Year.

Section 10.2 Reporting. Within one hundred twenty (120) days after the end of each Operating Year, Manager shall submit to the City (a) an accounting of Directed Expenses paid, the entities to which Directed Expenses have been paid, and whether those entities are certified DBE enterprises, for purposes

of determining Manager's compliance with the Participation Goal and (b) a hiring report, in form to be mutually agreed by the Parties, for purposes of determining Manager's compliance with the Local Hire Commitment.

ARTICLE 11
FUNDING

Section 11.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility as provided in the Operating Budget from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of such Facility (as described in Article 9 above), or otherwise made available by City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Opening Date, the budgeted expenses in the Operating Budget for the Facility for the 3-month period beginning on the Opening Date. City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted (in the Operating Budget) or otherwise approved expenses for the Facility for each such month, at all times maintaining sufficient funds in the Operating Account to pay the anticipated expenses in the Operating Budget for the then-upcoming month plus the immediately following two (2) months. Manager shall have no liability to City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 11.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at the rate of eight percent (8%) or the highest rate permitted by law, whichever is less.

ARTICLE 12
FISCAL RESPONSIBILITY; REPORTING

Section 12.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 12.2 Monthly Financial Reports. Manager agrees to provide to City, within thirty (30) days after the end of each month during the Operating Term, financial reports for the Facility, including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2nd) month of the Operating Term, and shall cover the first two (2) months of the Operating Term. In addition, starting with the second (2nd) month of the Operating Term, Manager agrees to provide to City a summary of bookings for each such month, and separate cash receipts and

disbursements reports for each event held at the Facility during such month. Additionally, Manager shall submit to City, or shall cause the applicable public depository utilized by Manager to submit to City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 12.3 Audit. Manager agrees to arrange to provide to City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense. Such audit shall be performed by an external auditor approved by City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 13
CAPITAL IMPROVEMENTS; CAPITAL RESERVE FUND; MANAGER CONTRIBUTION

Section 13.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to City, provide to City a schedule of proposed capital improvements to be made at the Facility, for the purpose of allowing City to consider such projects and to prepare and update a long-range Capital Expenditure budget. Subject to Section 13.2 and 13.3 below, the decision whether to proceed with any proposed Capital Expenditure rests solely with the City.

Section 13.2 Responsibility for Capital Expenditures. City shall be solely responsible for all Capital Expenditures at the Facility. The City shall have discretion during the Term as to whether or not to make Capital Expenditures at the Facility, provided that the City covenants to make the expenditures described in Section 13.3 below. Notwithstanding anything in this Section 13.2, to the contrary, Manager shall have the right (but not the obligation) to make Capital Expenditures at the Facility for Emergency Repairs provided that Manager has either reached City's contract administrator (as described in Section 15.1) for approval of Emergency Repairs and such Emergency Repair is authorized by such contract administrator or attempted to contact the contract administrator and failed to reach him/her, in which case the Emergency Repair is deemed approved by City. The City shall promptly reimburse Manager for the cost of any Capital Expenditure approved in advance by City or, as to Emergency Repairs, so long as Manager has complied with the procedure set forth in the preceding sentence. Manager shall have no liability for any claims, costs, or damages arising out of a decision by the City to make or not to make any Capital Expenditure at the Facility; provided however in the event City's decision as to any Capital Expenditure required by this Agreement could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Facility, Manager shall have the right with one hundred and eighty (180) days prior written notice to the City to terminate the Agreement.

Section 13.3. Capital Reserve Fund. The City consents to Manager adding one dollar ($1.00) per paid ticket over the face value, for tickets to the Facility with a face value of $15.00 or more, with the revenue generated from such incremental charge to be deposited to the Facility Operating Account to be used as a capital improvement reserve fund. Fifty percent (50%) of such capital reserve fund will be allocated towards Long-Term Capital Improvement Projects at the Facility and such projects shall be determined by the City. The other fifty percent (50%) of such fund shall be used for Short-Term Capital Improvement Projects at the Facility and such projects shall be determined by Manager.

Section 13.4 Manager Contribution. Manager shall make a capital contribution of Fifteen Million Dollars ($15,000,000) (the "**Investment**") towards the cost of construction of the Facility. Subject to the remainder of this Section 13.4, the Investment shall be made in two (2) equal installments

of $7.5 million each, the first of which shall be made within thirty (30) days of Manager's receipt of written certification delivered by the City that fifty percent (50%) of the construction of the Facility has been completed, but in no event sooner than January 1, 2026, and the second (2nd) of which shall be made upon issuance of the Facility's Certificate of Occupancy, but in no event sooner than January 1, 2027.

Prior to Manager funding each portion of the Investment, each of the following conditions must be fully satisfied, as certified by the City in writing and supported by evidence satisfactory to Manager, in Manager's reasonable discretion:

(a) The City has (i) valid title to the site for the Facility project and final approval of all entitlements (i.e., any discretionary permit, approval, consent or agreement from any applicable governmental authority as may be required by applicable law) necessary to construct the Facility, (ii) secured all required financing sources for the Facility project and such sources have committed in an aggregate amount (when including Manager's Investment) sufficient to fund the project costs under the Facility construction budget and to achieve substantial completion of the Facility project and to procure all FF&E on the FF&E list (as approved by the parties pursuant to Section 2.1(c) above), and (iii) secured a Guaranteed Maximum Price (GMP) for construction of the Facility project and payment and performance bonds in respect of the contractor's obligations under the construction agreement(s) for the Facility project.

(c) At the time any portion of the Investment is being made there is no default existing under the financing agreements for the Facility project or this Agreement, including without limitation the conditions and requirements in Section 2.1(c) above and on Schedule II hereof.

The Investment shall be amortized on a straight-line basis over a twenty (20) year period (at the rate of 1/240 per month), commencing on the Opening Date. Within five (5) days of the early termination of this Agreement (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager), City shall immediately pay to Manager the unamortized amount of the Investment (the "**Buyout Amount**"), provided that if this Agreement is terminated early by City under Section 4.2(a)(ii), the City may deduct from such amount any reasonable, documented out-of-pocket costs or losses directly resulting from the Breach by Manager giving rise to such termination ("**Breach Costs**"). In the event that City fails to pay Manager the Buyout Amount (less the Breach Costs) when due, the Buyout Amount (less the Breach Costs) shall accrue interest at the rate of eight percent (8%) per annum, or the highest rate permitted by law, whichever is less.

The rights of Manager set forth in this Section shall be in addition to any other rights of Manager at law or in equity.

ARTICLE 14
FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 14.1 Existing Contracts. City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 14.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility. All

such contracts shall be entered into by Manager, as agent on behalf of City. All Facility contracts, including Booking Contracts and Service Contracts, will be negotiated and priced by Manager using its existing forms (as applicable) and shall be entered into by Manager as agent on behalf of City; provided, however that City shall have the right of prior approval of all Material Contracts prior to their execution by Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. All contracts entered into by Manager shall contain indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties, naming each of Manager and City as indemnified parties and additional insureds, respectively.

Section 14.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services) with the prior approval of City (which approval shall not be unreasonably withheld or delayed), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate or requested by City, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 15
AGREEMENT MONITORING AND GENERAL MANAGER

Section 15.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 16
INDEMNIFICATION

Section 16.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless City, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**City Indemnified Parties**") against any third party claims or causes of action, and all costs, expenses (including reasonable attorneys' fees) liabilities, or damages relating to such third party claims (collectively, "**Losses**") suffered by the City Indemnified Parties, to the extent caused by (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein. Notwithstanding the foregoing, the foregoing indemnification and defense obligations shall not apply to the extent the Losses are caused by any of the following: ("**Excluded Claims**"): (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to

fund budgeted or otherwise approved expenses in a timely manner, (c) any environmental condition at the Facility or on or under the premises on which the Facility is located not caused by Manager, its employees or agents, (d) any structural defect with respect to the Facility, (e) the fact that any time prior to, as of, or after the date hereof the Facility is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (f) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (g) any claims relating to the Facility or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (h) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 16.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") is indemnified by the other party ("**Indemnitor**") under this Article 16, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 16.3 Survival. The obligations of the parties contained in Articles 3.3, 4 and 16 shall survive the termination or expiration of this Agreement.

ARTICLE 17
INSURANCE

Section 17.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of City. Each insurance policy shall include a requirement that the insurer provide Manager and City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense, and may, in Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Affiliate of Manager as a part of a corporate policy, as reasonably allocated by Manager.

Section 17.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Alabama or as otherwise agreed by the parties. All such policies shall be in such form and contain

such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers' compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against City. Manager shall require that all third-party users of the Facility, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and City as additional insureds.

ARTICLE 18
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 18.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third-party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to the Services, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Facility which City fails or refuses to fund after written notice from Manager and for which the City is responsible for funding under this Agreement.

Section 18.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that City will comply with all Laws applicable to its ownership of the Facility.

ARTICLE 19
MISCELLANEOUS

Section 19.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("**PCI Standards**") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point-of-sale devices to be used by Manager and any contractors at the Facility. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 19.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 19.3 Use of Facility Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facility, on Manager's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of City relating to such logos. All intellectual property rights in any Facility logos developed by the Manager or City shall be and at all times remain the sole and exclusive property of City. Manager agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.

Section 19.4 Facility Advertisements. City agrees that in all advertisements placed by City for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facility is a "Managed by OVG 360" or its successor or assigns allowed pursuant to the terms of this Agreement.

Section 19.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material portion thereof) untenantable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenantable for a period estimated by an architect selected by City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the

Facility once again becomes tenable at any time during the Term, then so long as the damage or destruction was not caused by the negligent act or omission of Manager, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof for the remainder of the original Term.

Section 19.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that the Manager may assign this Agreement (i) in connection with a sale of all or substantially all of its business or assets as long as the acquiring entity has substantially similar financial resources as Manager and has the demonstrable ability, including based on historical data, to successfully manage and operate the Facility and to procure and provide Live Nation events/content consistent with Manager's past practice, or (ii) to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City and Manager remains responsible for the obligations in this Agreement. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 19.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to City:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, AL 36644

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, AL 36644

City of Mobile
Attn: City Attorney
205 Government Street
Mobile Government Plaza
Mobile, AL 36644

If to Manager:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: Chief Operating Officer

With a copy to:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 19.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 19.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written. For the sake of clarity, this Agreement is not intended to and shall not supersede or replace the Convention Center and Saenger Theater Management Agreement or the Interim Management and Consulting Agreement, each of which shall remain in full force and effect according to their terms except that, as set forth in Section 4.1 above, upon the Effective Date the Pre-Opening Consulting Duties (as defined in the Interim Management and Consulting Agreement) and the Pre-Opening Consulting Duties for New Arena Fixed Fee (as defined in the Interim Management and Consulting Agreement) provided in the Interim Management and Consulting Agreement, shall terminate.

Section 19.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Alabama, without regard to its conflict of laws principles.

Section 19.11 Amendments. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties.

Section 19.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 19.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, and conducting financial transactions for the Facility, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 19.14 Third Party Beneficiaries. Other than the indemnitees listed in Section 15.1 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), OVGH (who is a third party beneficiary solely with respect to the provisions hereof relating to Food and Beverage Services (including the compensation terms related thereto) and OVG Parking, LLC (who is a third party beneficiary solely with respect to Section 5.9 and Schedule G hereof), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned

indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 19.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 19.16 Limitation on Damages. In no event shall either party be liable or responsible for any punitive damages or consequential damages (including lost profits), provided that the foregoing shall not limit or restrict any claim by Manager for the fees and other payments described herein upon a Breach by the City.

Section 19.17 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 19.18 Confidentiality. Any property of City that is received by Manager, and all records and papers of any kind relating to City, shall be exclusive property of City and shall be held or used by Manager solely for the benefit of City and returned to it promptly upon termination of this Agreement or earlier request of City. Without the prior written consent of an authorized officer of City, Manager shall not duplicate or disclose any confidential or proprietary information or trade secrets pertaining to the business, products or services of City to any person not employed by or a consultant for City and shall disclose such to persons employed by or a consultant for City only to the extent necessary for Manager to perform hereunder. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement.

Section 19.19 Trust and Confidence. Manager accepts the relationship of trust and confidence established by this Agreement with respect to all services, reporting and financial dealings and requirements under this Agreement and covenants with the City to cooperate with the City and exercise Manager's reasonable skill and judgment in furthering the interests of the City; to furnish efficient financial and business administration and supervision; to furnish at all times an adequate supply of workers; and to perform all services required hereunder in an expeditious and economical manner consistent with the City's interests.

Section 19.20 Immigration Law Compliance. By execution of this Agreement, Manager affirms, for the duration of this Agreement, that Manager will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Notwithstanding anything in this Agreement to the contrary, if Manager is found to be in violation of this provision, Manager shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 19.21 Boycotts Against Nations or Business Organizations. In compliance with Alabama Act No. 2016-312, Manager hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a Person based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 19.22 Economic Boycotts. In compliance with Alabama Act No. 2023-409, by signing this contract, Manager provides written verification that Manager, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of such Act.

[*Signatures on following page*]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

By: _____
Name: William S. Stimpson
Title: Mayor

ATTEST:
By: _____
Name: Lisa C. Lambert
Title: City Clerk

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general Partner

By: _____
Name: _____
Title: _____

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

SCHEDULE II
FACILITY MINIMUM REQUIREMENTS[1]

- Front of house (180 degrees from the front edge of the stage) concert capacity of over 8,000 (not including premium seating areas).
- Minimum Premium seating capacities:
    - 16 Suites (12-16 seats each); 20 Loge Boxes (4-6 seats); Club(s) with capacity of 500
- Ice making capabilities to host minor league hockey, with an arena program/design to accommodate AHL standards
- Appropriate number and size of locker rooms consistent with minor league hockey standards
- Digital signage in and around the arena to provide adequate inventory to attain sponsorship sales goals
- LED Digital marquis visible from Interstate 10 located on the exterior of the arena or on the arena property
- Adequate offices to accommodate venue management staff

[1] **NTD: To be confirmed with Volkert prior to finalizing and executing.**

EXHIBIT A-1
PRE-OPENING DUTIES

During the Pre-Opening Period, OVG shall perform the following consulting services in respect of the Facility:

(a) Assist City with its review of the design of the Facility and make recommendations to City with respect to such design.

(b) Advise City on any construction and operational issues with respect to the Facility.

(c) Advise City on risk management and insurance needs in connection with the operation of the Facility.

(d) Assist City in developing and implementing an IT plan for the Facility.

(e) Develop and recommend a proposed inventory of FF&E to be used at the Facility, including those relating to food and beverage services.

(f) Prepare and submit to City a list of operating supplies necessary for the start-up of the Facility.

(g) Prepare and submit to City food and beverage budget, menu concepts (including proposed pricing) and food and beverage designs, including layouts for kitchens and concession stands.

(h) Work with City to secure appropriate operating licenses for the Facility.

(i) Prepare and submit to City pre-opening and operational sales, marketing, public relations, advertising, promotion, and revenue-generating event booking strategies and plans for maximizing revenues from the Facility.

OWNER ACKNOWLEDGES THAT NEITHER MANAGER NOR ITS EMPLOYEES, AGENTS, PARTNERS, OR AFFILIATES, ARE ARCHITECTS, GENERAL CONTRACTORS, ENGINEERS OR FINANCIAL ADVISORS, AND THEIR CONSULTING SERVICES PROVIDED UNDER THIS AGREEMENT ARE BASED ON THEIR OPERATIONAL KNOWLEDGE OF SPORTS COMPLEXES, ARENAS, STADIUMS AND OTHER SIMILAR FACILITIES AND SHOULD NOT BE CONSTRUED AS A REPRESENTATION OF ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL PRACTICES. NEITHER OWNER NOR ANY OF ITS RESPECTIVE AGENTS, CONSULTANTS, CONTRACTORS, OR REPRESENTATIVES, WILL RELY UPON MANAGER OR ITS EMPLOYEES, AGENTS, PARTNERS, OR AFFILIATES AS HAVING ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL EXPERTISE.

II. Pre-Opening Management

(a) Develop an Operations Manual for the Facility. Manager shall deliver a "template" of the Operations Manual to the City within thirty (30) days of the Effective Date, and shall customize such template to apply to the Facility no less than ninety (90) days prior to the Opening Date. The final version of the Operations Manual shall be mutually agreed upon by the parties.

(b) Establish prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments, at the Facility. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts. All such agreements shall provide for termination in the event the Facility is not constructed or completed for any reason.

(d) Procure, negotiate, execute, administer and assure compliance with Revenue Generating Contracts. All such agreements shall provide for termination in the event the Facility is not constructed or completed for any reason.

(e) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by Manager.

(f) Plan, promote and execute, in conjunction with the City, a "grand opening" event or events at the Facility.

(g) Engage, supervise and direct all personnel at the Facility that Manager deems necessary to perform the pre-opening services described herein, and conduct staff planning, retention and training programs with respect to such personnel as determined to be necessary by Manager in its sole discretion.

(h) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 12.1 of the Agreement.

(i) Submit to the City in a timely manner financial and other reports detailing Manager's activities in connection with the Facility, as set forth in Section 12.2 of the Agreement.

(j) Cause such other acts and things to be done with respect to the Facility, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facility prior to the Opening Date.

EXHIBIT A-2
MANAGER DUTIES DURING OPERATING TERM

Manager's obligations under the Agreement during the Operating Term shall consist of the following obligations for the Facility, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing guest services, event conversion, purchasing, payroll, fire prevention, security, crowd control, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, ticketing, box office, admission procedures, parking for the Facility, and general user services.

Without limiting the foregoing, Manager shall have the exclusive right to provide, and shall provide, the Food and Beverage Services at the Facility. Manager may engage sub-contractors (including without limitation an Affiliate) to sell food and beverages at the Facility. In connection with its Food and Beverage Services, Manager shall (or shall cause such subcontractor engaged by Manager to):

(i) Develop and implement all necessary policies and procedures for the food and beverage operations;

(ii) Engage and oversee employees necessary to perform the Food and Beverage Services;

(iii) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(iv) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(v) Keep the food and beverage Facility and equipment neat, clean and in a sanitary condition;

(vi) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;

(vii) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control;

(viii) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages; and

(ix) Adhere to the requirements set forth in Exhibit F.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with all contracts related to the operation of the Facility, including Service Contracts, Booking Contracts, Revenue Generating Contracts, Material Contracts, except as otherwise provided in the Agreement.

(d) Require that all material vendors and licensees of the Facility execute vendor/license agreements containing industry standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide the City with a copy of all such agreements upon request.

(e) Provide standard form advertising and Sponsorship contracts and user/rental agreements for use at or with respect to the Facility. Manager shall submit such form agreements to City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs to the highest industry standards.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, in accordance with Section 12.1 of the Agreement, which records shall be made available to the City as set forth herein.

(j) Submit to City in a timely manner financial and other reports detailing Manager's activities in connection with the Facility, as set forth in Section 12.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget in accordance with Article 8 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facility as provided in the Agreement.

(m) Secure, or assist City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and

for the general occupancy of the Facility, including without limitation all necessary food and liquor licenses, and renewals thereof. City shall cooperate in this process to the extent reasonably required.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 9.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 9.2 of the Agreement.

(p) Pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facility.

(r) Prepare, maintain and implement on a regular basis a Marketing Plan for the Facility.

(s) Manage, market and sell Commercial Rights at or in connection with the Facility.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facility, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and promptly notify City of any such damage or loss.

(u) As Manager determines may be reasonably required for operations, purchase, on behalf of City, and maintain during the Term, as Operating Expenses, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facility.

(v) As agent for City, manage risk management and maintain insurance needs and coordinate with the City, including Manager's insurance as more fully described in Article 17 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by City, shall be deemed the property of City.

(x) Cause such other acts and things to be done with respect to the Facility, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facility following the Effective Date.

(y) In connection with the food and beverage operations at the Facility, cause any concessionaire to create a "uniquely Mobile" food and beverage experience for Facility patrons; such concessionaire shall endeavor to create such "uniquely Mobile" food experience through (i) engagement of local vendors with a Mobile business license, and/or (ii) non-national food and beverage brands either headquartered in Alabama or a public association with Mobile and/or Alabama.

(z) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts for the Facility, as necessary.

(aa) Respond timely to all inquiries, comments and complaints communicated to the City or to Manager by members of the public.

EXHIBIT B
EXISTING CONTRACTS

EXHIBIT C
INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Alabama;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

A renewal binder of coverage shall be delivered by the named insured to the City prior to a policy's expiration date, with a complete copy of such renewal insurances to follow.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

<u>Commercial General Liability</u>
$1,000,000 per occurrence
$1,000,000 personal and advertising injury
$1,000,000 products-completed operations aggregate

<u>Umbrella or Excess Liability</u>
$5,000,000 per occurrence and aggregate

<u>Automobile Liability</u>
$1,000,000 per accident (PI and PD combined single limit)
$1,000,000 uninsured/underinsured motorist

Workers Compensation
Workers Compensation: Statutory
Employer's Liability: $100,000 each accident-bodily injury by accident

$500,000 policy limit-bodily injury by disease
$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)
$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)
$1,000,000

Pollution Liability (Claims Made basis)
$1,000,000

Crime Insurance
Coverage on all on-site Manager employees. Limit: $1,000,000.00

EXHIBIT D
PRE-OPENING EXPENSE BUDGET

EXHIBIT E
MOBILE FIRST INITIATIVE

EXHIBIT F
FOOD AND BEVERAGE SERVICES

1. REPORTING OBLIGATIONS. Before the end of each calendar month during the Term, Manager shall provide, or cause OVGH to provide, the City with a statement of Food and Beverage Commissions and Food and Beverage Revenues for the previous calendar month.

2. F&B EMPLOYEES.

(A) Staffing Levels and Training. Manager shall cause OVGH to provide adequate numbers of staff for all catered events and for concessions. All ofOVGH's employees involved in the sale, service, and distribution of alcoholic beverages shall be trained by OVGH in effective alcohol awareness, which includes training consistent with any applicable laws of the City or the State of Alabama.

(B) Food and Beverage Director. Manager shall cause OVGH to select a Food and Beverage Director ("FBD") to oversee the Food and Beverage Services at the Facility (the "F&B Services"). The FBD shall report to Manager's General Manager.

3. MANAGER'S OPERATIONAL RESPONSIBILITIES.

(A) Periods of Operations. Manager shall cause OVGH to provide the Food and Beverage Services at such times as shall be reasonably necessary to serve customers of the Facility.

(B) Quality. All food and beverage items offered for sale by OVGH shall be of high quality. Manager shall not permit for sale any food or beverage items that are spoiled, of poor quality, or otherwise unfit for consumption, and any such items shall immediately be removed by Manager or OVGH from any food preparation or service area. Manager shall cause OVGH to maintain a level of service that will provide an effective and convenient operation of food and beverage service. All food, drinks, beverages, confections and other items sold or kept for sale at the concessions will conform in all respects to applicable federal, state and city regulations.

(C) Notice of Health Code Violations. Manager shall, or shall cause OVGH to, provide the City, immediately upon Manager's or OVGH's receipt, copies of any reports, citations, or notices that appear from the local health department, as well as copies of any Manager or OVGH field inspection reports in response thereto. Manager shall, or shall cause OVGH to, promptly correct any such violations and pay any applicable fines, the costs of which shall be deemed an Operating Expense.

(D) Cleaning. Manager shall, or shall cause OVGH to, maintain all food service equipment in a clean and sanitary condition.

(E) Removal of Trash and Garbage. Manager shall, or shall cause OVGH to, be responsible for the removal of all trash, refuse and garbage produced by the F&B Services.

(F) Guidelines. Manager shall, and shall cause OVGH to, adhere to the guidelines set forth in its banquet server guidelines and concession point of service ratio guidelines, copies of which are available for review by the City.

(G) Menus and Pricing. Manager and OVGH shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control.

(H) Liquor License. Manager or OVGH, as applicable, shall maintain a liquor license (unless hereinafter prohibited by law) and all other licenses or permits required by law to provide the Food and Beverage Services. Manager shall, or shall cause OVGH to, pay all federal, state and local license and permit fees and collect, withhold, remit, and/or pay for all sales, use and excise taxes and compensation taxes relating to the provision of the Food and Beverage Services. The costs of the foregoing shall be an Operating Expense.

4. Catering Fees. As a rule, no outside catering will be permitted in the Facility. However, the City and Manager acknowledge that there may be exceptions to this rule which have been historically granted at the Mobile Civic Center. In all cases where such permission has been granted to a non-profit organization, the licensee for the event will be charged a fee as mutually agreed upon by Manager and the City. The fee so charged shall be included as part of the Food and Beverage Catering Revenue. In addition, the licensee for the event shall be required to secure all necessary licenses for such service and will be required to provide the appropriate insurance coverages, naming Manager, OVGH, and City as additional insureds.

EXHIBIT G
PARKING GARAGE TERMS

OVG Parking, LLC, an affiliate of Manager, shall manage the Parking Garage on the following terms:

1. Base Fee to be paid to OVG Parking, LLC of $1,750 per month (increased annually by CPI)
2. Incentive Fee to be paid to OVG Parking, LLC each year equal to 2% of parking facility gross margin (defined as parking garage revenue less parking garage operating expenses) each year. Parking garage revenue shall include all revenues generated by OVG Parking's management and operation of the garage, from both arena events and otherwise, and parking garage operating expense shall mean all expenses incurred by OVG Parking, LLC in connection with its management and operation of the Parking Garage, from both arena events and otherwise.
3. If there are net losses from the operation of the garage (i.e., a negative parking facility gross margin), those losses shall be funded by the City; OVG Parking, LLC shall not have any responsibility for such losses.
4. OVG Parking, LLC shall ensure the Parking Garage is utilized for parking for Events at the Facility, as well as daily and monthly (if applicable) parking, subject to the rights of the U.S. Army Corps of Engineers to utilize parking spaces in the Parking Garage as described in the Agreement dated _____ between such party and the City.

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize execution of Letter of Agreement with National Maritime Museum of the Gulf of Mexico to pay off outstanding debt.

Amount of Contract:
$747,934.14

Funding Source
10042500 / 49130

ATTACHMENTS:
1. Resolution.GulfQuest Letter of Agreement
2. Letter Agreement (2025) - Gulfquest and City_for City execution(56300794.1)

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Letter of Agreement between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest) and the City of Mobile, for payment of funds for outstanding debt, as outlined in the Letter of Agreement. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

January 14th, 2025

City of Mobile
205 Government St.
Mobile, AL 36602

RE: Agreement and Indemnity from the National Maritime Museum of the Gulf of Mexico ("NMMGM"), National Maritime Museum of the Gulf of Mexico Holdings ("Holdings"), and National Maritime Museum of the Gulf of Mexico Holdings II ("Holdings II") (NMMGM, Holdings and Holdings II collectively referred to herein as "Museum")

Dear City of Mobile,

Museum understands that the City has offered to pay NMMGM a sum of $433,344 which Museum must use to pay off outstanding amounts owed to 1220 Exhibits, Inc. and Monadnock Media, Inc. ("Litigious Creditors") in order to avoid lawsuits being filed by said Litigious Creditors against Museum. Museum further understands that the City has offered to pay the outstanding debt of $314,590.14 that the Museum owes to Hancock Whitney Bank, a lending group of banks, Felder Services, LLC, Gwin's Commercial Printing, and Ben M. Radcliff Contractor, Inc. ("Other Creditors"). Litigious Creditors and Other Creditors shall be collectively referred to herein as "Creditors." The total amount to be paid by the City to NMMGM is $747,934.14. Museum understands and agrees that as a condition precedent to the City making such payment to NMMGM, the City is requiring (i) Creditors and Museum to execute settlement and release agreements and (ii) Museum to execute this letter agreement.

In consideration of the premises and other consideration received by Museum and the City, the receipt and sufficiency of which is hereby acknowledged by said parties, Museum agrees as follows:

1. Museum shall not seek any further payment from the City for any future debts of Museum or its affiliated entities.

2. Museum agrees to indemnify and hold harmless City from any and all claims from any third parties claiming right to reimbursement of debt incurred by Museum or by its affiliated entities. The City agrees that this indemnity is given by NMMGM, Holdings and Holdings II and not the board of trustees of these entities or its individual board members.

[Remainder of this Page is Intentionally Left Blank]

Sincerely,

National Maritime Museum of the Gulf of Mexico

By: _____
Name: Michael B. Lee
Its: Chairman

National Maritime Museum of the Gulf of Mexico Holdings

By: _____
Name: MARIETTA M. URQUHART
Title: Member

National Maritime Museum of the Gulf of Mexico Holdings II

By: _____
Name: MARIETTA M. URQUHART
Its: Member

[Acceptance Signature On Following Page]

Accepted by:

City of Mobile
an Alabama municipal corporation

By: _____
William S. Stimpson, its Mayor

Date: _____

Attest:

_____
Lisa Lambert, City Clerk

55358230 v4

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for a 2025 New Way Diamondback 8 cu yd rear-load garbage truck for MPRD.

Amount of Contract:
$167,970.00

Funding Source
Motor pool capital

ATTACHMENTS:
1. 20250115 Sansom Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 Jan 2025 (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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for a 2025 New Way Diamondback 8 cu yd rear-load garbage truck for MPRD.
Motor pool capital.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $167,970.00

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:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3598	2025	(F7000) MOTOR POOL	2025 NEW WAY DIAMONDBACK 8 CU YD REAR-LOAD GARBAGE TRUCK FOR MPRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$167,970.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003598-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER NEW WAY DIAMONBACK REAR LOADER-8 CUBIC YARDS INCLUDES LED BODYLIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB, TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY;BAYNE REVOLUTION CART TIPPER;ACRYLIC URETHANE ENAMEL WHITE;EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET;LED WORK LIGHTS-(2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER;STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE;AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP;QUICK CONNECT PRESSURE GAUGE;MOUNTING OF ONE CART TIPPER;NEW ISUZU NPR CHASSIS AS PER SOURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE DATED 1-15-2025	1.00 EACH	167970.00000	167970.00

Additional Description Notes

2025 OR NEWER NEW WAY DIAMONBACK REAR LOADER-8 CUBIC YARDS INCLUDES LED

Bill To	Requisition 00003598-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	BODYLIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB, TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY;BAYNE REVOLUTION CART TIPPER;ACRYLIC URETHANE ENAMEL WHITE;EXTENDED HOPPER LOAD SILL w/TIPPER SUPPORT BRACKET;LED WORK LIGHTS-(2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER;STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE;AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP;QUICK CONNECT PRESSURE GAUGE;MOUNTING OF ONE CART TIPPER;NEW ISUZU NPR CHASSIS REQUESTED BY PARKS-2012			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02012 .VEHICLEEXP. .			167970.00

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 167970.00

```
==================================================================================
  Bill To                              |          Requisition 00003598-00  FY 2025
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |7000.40.20.0000.0000.2070.0000.0000.47120.
  MOBILE, AL                           |Review:
  36601                                |Buyer:
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 3
==================================================================================
  Vendor                                   Ship To
  SANSOM EQUIPMENT CO INC                  MUNICIPAL GARAGE
  2025 W I-65 SERVICE ROAD NORTH           770 GAYLE STREET

                                           MOBILE, AL 36604
  MOBILE, AL 36618                         AGEET@CITYOFMOBILE.ORG

  Tel#205-401-4040                         Delivery Reference
      Fax 251-631-3768                     TRAVESIA AGEE

                                           Deliver To
                                           MUNICIPAL GARAGE
                                           770 GAYLE STREET

                                           MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  12/21/24   |190715 |         |                    |MOTOR POOL
----------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price
     ***** Project Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     E MP02012   .VEHICLEEXP.          .              167970.00          42145.14

     ***** General Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                        167970.00       13896376.38
        MOTOR POOL EXP                   VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                  Comment
     Approved  12/23/24   CHARLES SUMRALL          Approve Spec
     Approved  12/26/24   SHONNDA SMITH
     Approved  12/26/24   CHERI BOUCHER            Auto approved by: 910518244
     Approved  12/26/24   ASHLEY PHILLIPS          Auto approved by: 910518244
     Approved  01/15/25   DONALD ROSE              Auto approved by: 9105paij
     Approved  01/15/25   SANDRA LEWIS             Auto approved by: 9105paij
     Approved  01/15/25   STEVEN KRONINGER         Auto approved by: 9105paij
     Approved  01/15/25   SAMANTHA COOLEY          Auto approved by: 9105paij
     Approved  01/15/25   LONELL HARRIS            Auto approved by: 9105paij
     Approved  01/15/25   ANNE FOLEY               Auto approved by: 9105paij
     Approved  01/15/25   JOHN PAINE


              Authorized By:  ____________________________  Date: _____________
                                     Signature
```

New Way

Refuse trucks

#110223-NWY
Maturity Date: 12/28/2027
Website: refusetrucks.scrantonmfg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, 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.

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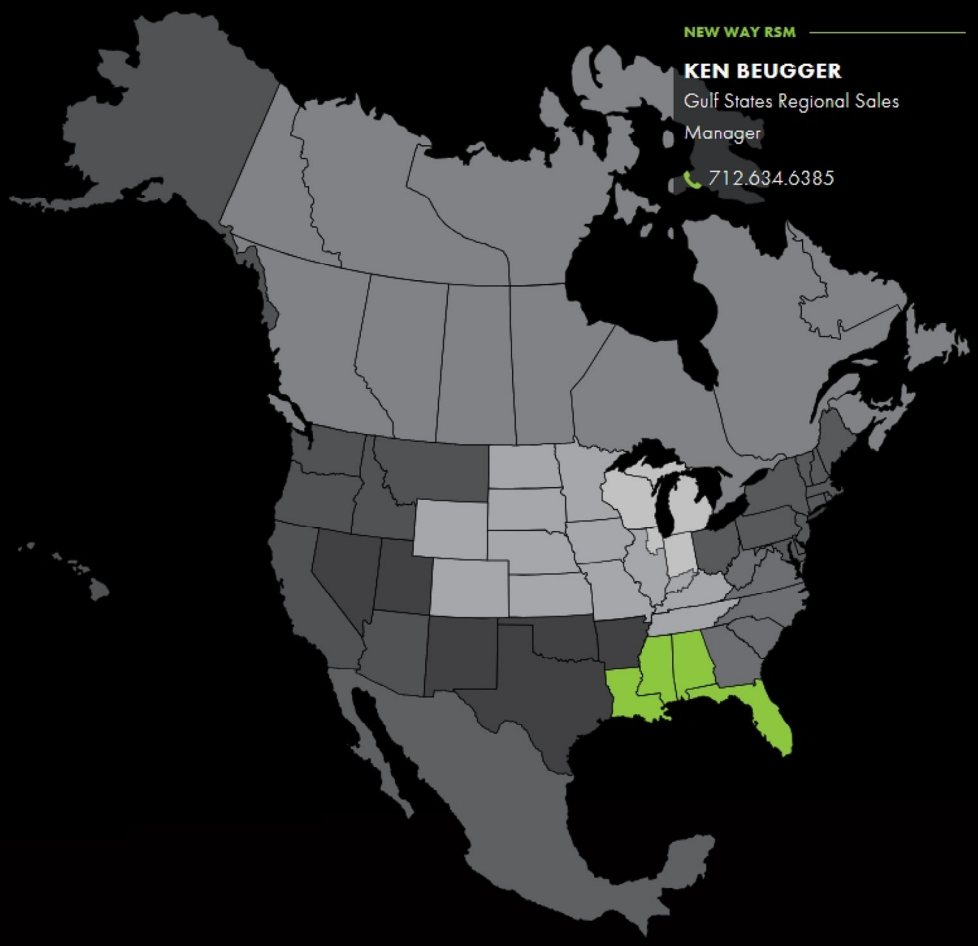
Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

Our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you in United States or Canada. Find their contact information below and get connected.

Click the territory in the map below to learn which New Way Regio To determine your local distributor, select your state or province from th the map or scroll down and find it.



NEW WAY RSM

KEN BEUGGER
Gulf States Regional Sales Manager
712.634.6385

- Malaysia
- Mexico
- New Zealand
- Papua New Guinea
- Philippines
- Puerto Rico
- Republic of Indonesia
- Republic of Vanuatu
- West Indies

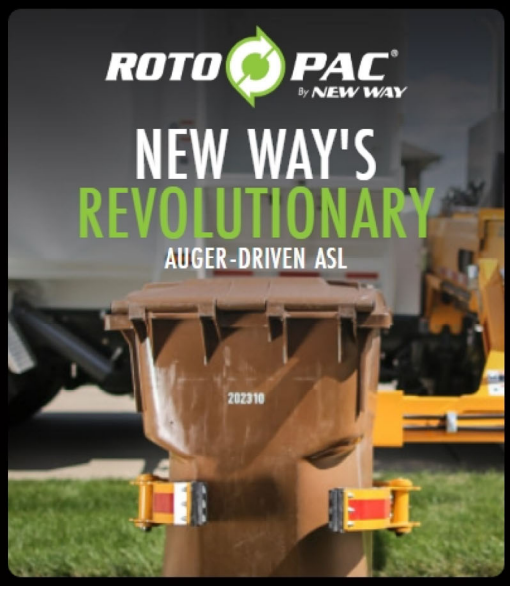
GSA Sales Rep

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St
Scranton, IA 51462
Phone: 712 652 3396
Toll Free: 800 831 1858

Contact Us →



Jump to a State or Province

Alabama	*To get started, contact your local New Way RSM:* KEN BEUGGER
DISTRIBUTOR	AREA OF RESPONSIBILITY
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website	Serving all counties.

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

December 11, 2024

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, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

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 one 2024 Pierce Enforcer 107ft Ascendant aerial ladder truck for MFRD.

Amount of Contract:
$1,747,520.00

Funding Source
Motor pool capital.

ATTACHMENTS:
1. 20250115 EEP Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 Jan 2025 (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 one 2024 Pierce Enforcer 107ft Ascendant aerial ladder truck for MFRD.
Motor pool capital.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $1,747,520.00

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: HGAC Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4119	2025	(1510) FIRE ADMINISTRATION	2024 PIERCE ENFORCER 107FT ASCENDANT AERIAL LADDER FIRE TRUCK FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$1,747,520.00	(294963) EMERGENCY EQUIPMENT PROFESSIONAL , INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00004119-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK FIRE, AERIAL LADDER	1.00 EACH	1747520.00000	1747520.00

Additional Description Notes

2024 PIERCE ENFORCER 107' ASCENDANT AERIAL LADDER; 5-YR MAINT/SERVICE PLAN; EXTENDED WARRANTY 5-YR CUSTOM CHASSIS (WA0063) HGAC CONTRACT FS12-23

AS PER YOUR QUOTES DATED 12-12-2024 AND 1-09-2025

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.

ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.

THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE.

VEHICLE SHALL BE TITLED TO THE “CITY OF MOBILE”.
Vendor Item
Inventory Item/Loc 695

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01522 .VEHICLEEXP. . 1747520.00

Bill To	Requisition 00004119-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

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

Requisition Link

Requisition Total 1747520.00

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

Account			Amount	Remaining Budget
E MP01522	.VEHICLEEXP.	.	1747520.00	-1746195.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1747520.00	13896376.38
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	01/14/25	CHARLES SUMRALL	
Rejected	01/13/25	JOHN PAINE	what are we buying.
Queued	01/14/25	SHONNDA SMITH	what are we buying.

Bill To	Requisition 00004119-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	294963				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	01/14/25	CHERI BOUCHER	what are we buying.		
	Queued	01/14/25	ASHLEY PHILLIPS	what are we buying.		
	Pending		DONALD ROSE	what are we buying.		
	Pending		SANDRA LEWIS	what are we buying.		
	Pending		STEVEN KRONINGER	what are we buying.		
	Pending		SAMANTHA COOLEY	what are we buying.		
	Pending		LONELL HARRIS	what are we buying.		
	Pending		ANNE FOLEY	what are we buying.		
	Pending		JOHN PAINE	what are we buying.		

Authorized By: _____ Date: _____
Signature

Product Information

Product Description
Enforcer Chassis, Single Rear 107' Aerial -1030

Manufacturer
Pierce

Product Code
23A-104

Contract
FS12-23 Fire Apparatus and Related Vehicles

Contract Category
General Purpose, Emergency & Autonomous Vehicles

Price
$1,662,498.60

Discount
5%

Keyword(s)
Enforcer Chassis

View Catalog

Vendors Offering This Product

Siddons-Martin Emergency Group
Jeff Doran
jdoran@siddons-martin.com
Phone: 1-800-784-6806
Fax: 281-442-0850

View Authorized Dealers

Contact HGACBuy

Joshua Cadoree
Joshua.Cadoree@h-gac.com
Phone: 832-681-2557
Fax: 713-993-4548

Return to Products & Services | View This Contract

Attachment A
Pierce Manufacturing Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23
Pricing effective November 11, 2024

Manufacturer	Product	Item Description	November 2024 List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	$ 383,029.50	5.0%
Pierce	23W - 103 International Type 3	International Wildland-1039	$ 607,556.25	5.0%
Pierce	23W - 104 International Urban	International Urban Interface-1040	$ 514,189.20	5.0%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	$ 1,490,475.00	5.0%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	$ 1,530,607.00	5.0%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	$ 1,710,601.00	5.0%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	$ 1,650,122.00	5.0%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	$ 1,764,290.00	5.0%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	$ 1,708,726.00	5.0%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	$ 1,985,295.00	5.0%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	$ 2,094,480.00	5.0%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	$ 2,181,668.00	5.0%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	$ 2,144,915.00	5.0%
Pierce	23A-111	Enforcer Snozzle - 1037	$ 1,364,554.00	5.0%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	$ 412,541.00	5.0%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	$ 546,554.00	5.0%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	$ 915,246.00	5.0%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	$ 992,589.00	5.0%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	$ 1,074,602.00	5.0%
Pierce	23P-107	Velocity Pumper 1025	$ 1,004,004.00	5.0%
Pierce	23P-108	Velocity PUC Pumper 1038	$ 1,089,178.00	5.0%
Pierce	23P-109	Velocity Volterra Pumper	$ 2,040,850.35	5.0%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	$ 531,276.00	5.0%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	$ 517,476.00	5.0%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	$ 933,483.00	5.0%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	$ 1,019,666.00	5.0%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	$ 526,581.00	5.0%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	$ 539,892.00	5.0%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	$ 1,022,466.00	5.0%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	$ 1,088,595.00	5.0%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	$ 1,151,973.00	5.0%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm),	$ 1,141,252.35	5.0%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	$ 1,217,470.80	5.0%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$ 1,784,346.90	5.0%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	$ 2,390,151.75	5.0%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	$ 713,119.00	5.0%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	$ 624,947.00	5.0%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	$ 289,277.00	5.0%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	$ 1,012,773.00	5.0%

Pierce	23SS - 103	Velocity NWI-Rescue - 1052	$ 1,037,661.00	5.0%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	$ 1,299,983.00	5.0%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	$ 1,179,510.00	5.0%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	$ 1,156,955.00	5.0%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	$ 1,156,721.00	5.0%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	$ 1,059,363.00	5.0%
Pierce	23SS - 109	Enforcer Walk-in - 1058	$ 1,073,562.00	5.0%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	$ 1,275,013.00	5.0%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	$ 281,698.95	5.5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	$ 357,451.58	5.5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	$ 310,646.32	5.5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	$ 506,538.95	5.5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	$ 603,876.84	5.5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	$ 703,005.26	5.5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 773,943.16	5.5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,662,405.26	5.5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,261,531.58	5.5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,411,338.95	5.5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	$ 296,532.63	5.5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

Authorized Dealers

Contract Number

FS12-23 - Fire Apparatus and Related Vehicles

Vendor

Siddons-Martin Emergency Group

Name	Address	Phone Number	Contacts
Allegiance Fire & Rescue	2181 Providence Hwy Walpole, MA 02081	508-668-3112	Bill O'Conner
Atlantic Emergency Solutions, Inc.	12351 Randolph Ridge Lane Manassas, VA 20109	703-393-9911	Joseph R Pack
Churchville Fire Equipment Corp	340 Sanford Road, South Churchville, NY 14428	585-293-1688	John Alfieri
Conrad Fire Equipment	19922 W 162nd Street Olathe, KS 66062	913-780-5521	Karl Schultz
Emergency Equipment Professionals, Inc.	PO Box 1739 Southaven, MS 38671	662-280-4729	Jeff Kuntz
Fire & Safety Services, Ltd	200 Ryan Street South Plainfield, NJ 07080	800-400-8017	Dave Russell
Fire Apparatus & Equipment, Inc.	5793 W Grande Market Drive, Suite C Appleton, WI 54913	920-574-3410	Leslie Niles
Firematic Supply Company Inc.	PO Box 187 Yaphank, NY 11980	631-924-3181	Peter Hanratty
Front Range Fire Apparatus, Ltd	7600 Miller Court Longmont, CO 80504	303-449-9911	Duane Doucette
Glick Fire Equipment Company, Inc	350 Mill Creek Road Bird in Hand, PA 17505	717-299-4120	Amy Sweitzer
Golden State Fire Apparatus, Inc.	7400 Reese Road Sacramento, CA 95828	916-330-1638	Ryan Wright
Halt Fire, Inc.	50168 West Pontiac Trail, Unit 5 Wixom, MI 48393	248-669-0800	Todd Lincoln
Hughes Fire Equipment Inc.	910 Shelley Street Springfield, OR 97477	541-747-0072	Mike Duyck
MacQueen Emergency Group	1125 East 7th Street St Paul, MN 55106	651-645-5726	Daniel Gage
Pierce Manufacturing Inc.	2600 American Drive Appleton, WI 54914	920-832-3218	Carol Frank
Reliant Fire Apparatus, Inc.	880 Enterprise Drive Slinger, WI 53086	262-297-5020	Scott Krueger
Siddons-Martin Emergency Group	1362 East Richey Road Houston, TX 77073	800-784-6806	Pat Siddons
South Coast Fire Equipment Inc.	2020 South Baker Avenue Ontario, CA 91761	909-673-9900	Kevin Newell
Spartan Fire and Emergency Apparatus	319 Southport Road Roebuck, SC 29376	864-582-2376	Robert Fore
Ten-8 Fire & Safety, LLC	2904 59th Avenue East Bradenton, FL 34203	941-756-7779	Keith Chapman

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

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

Contract#5267

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Mobile, Alabama Cruise Terminal - New HVAC Units

CAPITAL PROJECT #: C0972 (20002000-48010)

CONTRACT AMOUNT: $99,700.00 **DATE OF RECEIPT:** 1/15/2025

ARCHITECTURAL ENGINEERING PROJECT #: CT-060-24

PROJECT DESCRIPTION: Replacing HVAC Units on the fixed gangway at the Cruise Terminal. (One to one replacement)

VENDOR NAME: Goram Air Conditioning Company, Inc

VENDOR NUMBER: 74050

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: Emma Dean – Office Assistant II Date: 01/13/2025

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:
William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Replacing HVAC Units on the fixed gangway at the Cruise Terminal.

Amount of Contract:
$99,700.00

Funding Source
C0972 CRUISE TERMINAL NEW HVAC UNITS (20002000-48010)

ATTACHMENTS:
1. CAP-00001 - GORAM AIR CONDITIONING CO INCConstructionCAP - 00001 - - Executed Contract

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

2025

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

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

Name of Company:	Goram Air Conditioning Company, Inc
Project Name:	Mobile, Alabama Cruise Terminal - New HVAC Units
Project Number:	CT-060-24
Amount:	$99,700.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile, Alabama Cruise Terminal - New HVAC Units

CAPITAL PROJECT #: C0972 (20002000-48010)

CONTRACT AMOUNT: $99,700.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-060-24

PROJECT DESCRIPTION: Replacing HVAC Units on the fixed gangway at the Cruise Terminal. (One to one replacement)

VENDOR NAME: Goram Air Conditioning Company, Inc

VENDOR NUMBER: 74050

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant II **Date:** 01/13/2025

01.08.2025

Dear Council Members:

Attached to this memo is an agreement between the GORAM AIR CONDITIONING CO INC and the City of Mobile, for the project titled "Cruise Terminal New HVAC Units" in the amount of $99,700.00.

Replace HVAC Units

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

Respectfully,

Klotz, Cindy
CIP PM
A/E Department
251-208-7633

Information on this project is follows:

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

AIA® Document A101® – 2017

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

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

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

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

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

Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606
City of Mobile Business License Number: 195350
Secretary of State Registration Number: 000-036-895

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

CT-060-24 Mobile, Alabama Cruise Terminal – New HVAC Units
201 South Water Street Mobile, Alabama 36602
Replace exterior, wall mounted, thru wall HVAC units

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

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

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

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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 80 (Eighty) 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)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Ninty Nine Thousand Seven Hundred and 00/100 ($ 99,700.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $94,700.00
Contingency Allowance:$5,000.00
Total Bid: $99,700.00
Alternate: N/A

Total Contract Sum: $99,700.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Five Thousand and 00/100 Dollars" ($5,000.00)
(Table deleted)

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)
N/A		

§ 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.

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

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

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

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

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

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ **5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ **5.1.7.1.1** The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

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

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

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

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

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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 Goram Air Conditioning Company, Inc. has completed the contract for CT-060-24 City of Mobile, Alabama Cruise Terminal - New HVAC Units 201 South Water Street, Mobile, Alabama 36602 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

[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:

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(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)

Darren Deas
1252 Houston Street
Mobile, AL. 36606
Darren@goramair.com
251-476-5003

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

§ 8.5 Insurance and Bonds

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

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

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

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, 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

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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
D.	Damage to Rented Premises	$1,000,000 each occurrence

.4 Such comprehensive policy shall include the following:

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

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

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

.6 Umbrella/Excess Liability: $1,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

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

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

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

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

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

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

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

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

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

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

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, 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

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for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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

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

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

§ 8.7 Other provisions:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings N/A

Number	Title	Date

.4 Specifications N/A

Section	Title	Date

.5 Addenda, if any:

Number	Date
Addendum 1	11/22/2024

.6 Other Documents: "Request for Bid" Documents dated November 13, 2024 Prepared by the City of Mobile Architectural Engineering Department

(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:

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(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

Bid Forms	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Exhibit 1	Standard Form of Agreement Between Owner and Contractor - AIA Document A101
	General Conditions for of the Contract for Construction- AIA Document A201
Exhibit 2	City of Mobile Insurance Requirements
Exhibit 3	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
Exhibit 4	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Exhibit 5	Miscellaneous Forms

Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707

§ 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:

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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.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Goram Air Conditioning Company, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

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

Darren W. Deas, Vice President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF At large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren W. Deas as Vice President of Goram Air Conditioning Company, 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 23 day of December, 20 24.

Scarlett C Scoggins
NOTARY PUBLIC
My Commission Expires: 4.14.25

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

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(1852067138)

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 Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, Alabama 36606, hereinafter called the Principal, and Hartford Casualty 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 Ninty Nine Thousand Seven Hundred and 00/100 Dollars ($99,700.00) 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 _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile Alabama Cruise Terminal – New HVAC Units (CT-060-24) 201 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 23rd day of December, 2024

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Darrel Deas / Vice President

SURETY

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe III, Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, Alabama 36606, as Principal, and Hartford Casualty 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 Ninty Nine Thousand Seven Hundred and 00/100 Dollars ($99,700.00) 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 _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile Alabama Cruise Terminal – New HVAC Units (CT-060-24) 201 South Water Street, Mobile, Alabama 36602, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint J. William Goodloe, III **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 23rd day of December, 2024

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Darren Dees / Vice President

SURETY

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
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- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goram Air Conditioning Company, Inc
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren Deas

RFP/RFQ Solicitation Number	CT-060-24
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 36 Female 4 Minority 12 Non-minority 28 SDVO _____ Total #of Employees 40

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas

Signature: _____ Date: 12/4/24

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: Darren Deas Title: Vice President

Email: Darren@goramair.com Phone: 251-476-5003

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Goram Air Conditioning Company, Inc Your Bid/Proposal Amount $_____ Date: 12/4/24

12 / 4 / 2024 Description Alabama Cruise Terminal - New HVAC Units

Name of Bidder/Proposer: _____

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
None		Goram Will Self Perform All Work				

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc

Contact Person: Darren Deas Phone 251-476-5003 Email Darren@goramair.com

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

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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

This project is to remove existing HVAC units and replace with new. All this work will be performed by Goram The only sub-contrator is the crane company. No DBE's have a crane capable of doing this task.

Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
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 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2024

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No):
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606

GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 17799961 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: $100,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine - BUILDERS RISK - Installation Floater Policy
Policy Number: A0160905002
NAIC# 23434
Carrier: Middlesex Insurance Company
Policy Term: 1/1/2024 - 1/1/2025
Limits: Any One Job Site: $350,000 At Any Location Other Than A Job Site: $100,000 Property In Transit: $25,000 Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the
See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GORAAIR-01

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
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

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project: City of Mobile Alabama Cruise Terminal – New HVAC Units (CT-060-24) 201 South Water Street, Mobile, Alabama 36602.

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies include an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

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AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution authorizing ADECA CDBG-DR LRP Budget Categories

REVIEWERS:
Tiereney Leverette
Lana Gauthier

2024

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) has been awarded Community Development Block Grant-Disaster Recovery funds under the Disaster Relief Supplemental Appropriations Act of 2022 (Public Law 117-43); and

WHEREAS, ADECA has been directed by HUD to utilize the majority of their CDBG-DR funds in designated locations that have been identified as most impacted and distressed areas with regard to hurricanes Sally and Zeta in 2020; and

WHEREAS, the City of Mobile was identified by ADECA through its disaster needs analysis as being the most concentrated area impacted and distressed by these storms and the City staff that administers HUD funds has been verified to have the capacity to carry out CDBG-DR programs and projects directly; and

WHEREAS, as part of the disaster needs analysis the City of Mobile produced and submitted to ADECA its Local Recovery Plan as authorized by Resolution 31-902;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the CDBG-DR Local Recovery Plan Budget is hereby adopted. Said Plan Budget shall direct resources to respond to disaster related needs of affected vulnerable and potentially vulnerable populations as identified in the City of Mobile CDBG-DR Local Recovery Plan. All CDBG-DR funds provided for recovery from hurricanes Sally and Zeta shall be adopted locally into the City of Mobile's

Comprehensive HUD Action Plan as part of its second installment within the City's overall five-year 2023-2027 Consolidated Housing and Community Development Plan. This adoption will include all HUD and City Council approved Citizen Participation and Substantial Amendment requirements.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is to act on behalf of the City of Mobile to enact the Local Recovery Plan with the Alabama Department of Economic and Community Affairs, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds through ADECA. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Administrative Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the plan implementation allocation:

Line Item	Cost Type	Total
Housing	LMH	$32,334,137.00
Public Infrastructure/Facility	LMA	$20,814,900.00
Total		**$53,149,037.00**

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:
Authorize the Mayor to apply, accept, and receive from the U.S. Department of Transportation (DOT), grant assistance in the amount of $15,000,000.00 in support of the PROTECT Grant Program for Phase 3 of Broad Street project. There is a 20% local match requirement up to $3,000,000.00.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. RESOLUTION-PROTECT Broad St Construction

REVIEWERS:
Tiereney Leverette
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 Mayor is authorized to apply, accept and receive from the U.S. Department of Transportation (DOT), grant assistance in the amount of $15,000,000.00 in support of the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant Program for Phase 3 of Broad Street project. There is a 20% local match requirement up to $3,000,000.00.

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 Transportation, PROTECT 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution for Council-Sen Shelby revolving fund

REVIEWERS:
Tiereney Leverette
Lana Gauthier

2024

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile regularly receives direct grant funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Mobile has made a commitment to the development and maintenance of a strong local economy and job growth by encouraging commercial, industrial, and other forms of economic growth; and

WHEREAS, within the City of Mobile, there exists areas of land that are in need of development, redevelopment, rehabilitation, or revitalization to provide for the economic growth and development of the area; and

WHEREAS, the City of Mobile has been named as a grantee of Congressionally Directed Spending for a downtown economic development revolving loan fund through a Community Project Funding (CPF) grant in the amount of $50,000,000 under the Consolidated Appropriations Act of 2023 (Public Law 117-328); and

WHEREAS, due to the nature of the funding source and requirements to be placed on the City upon the successful approval of the grant application by HUD, the City will work with the Office of Senator Britt and HUD for approval of projects prior to any final project selection;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the grant submission to HUD that establishes the revolving loan fund, known locally as the "Senator Richard Shelby Downtown Economic Development Revolving Loan Fund", is adopted. This adoption will include all HUD and City Council approved Citizen Participation Plan requirements, Substantial Amendment requirements, and requirement that all Program Income be utilized for the same purposes as originally authorized.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is to act on behalf of the City of Mobile in the filing of the grant application to HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds through HUD. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the revolving loan fund allocation:

Activity	Total
Hotel Recruitment Loans	$10,000,000.00
Parking Improvements Loan	$10,000,000.00
Higher Education Support Loans	$7,000,000.00
Downtown Economic Development Loans	$20,000,000.00
Administration	$3,000,000.00
Total	**$50,000,000.00**

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Resolution to authorize execution of Settlement and Release Agreement for the Bibb Estate

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Bibb Estate Settlement

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of the Estate of Jerry Edmundson Bibb, 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims with 1220 Exhibits, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest 1220Exhibits

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and 1220 Exhibits, Inc., 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims; Miscellaneous Bank Group

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest BankGroup

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Hancock Whitney Bank along with Trustmark Bank, Wells Fargo, Coastal Bank and Trust, Regions, ServisFirst Bank, Bankcorp South, BVVA Compass, and Commonwealth National Bank, 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims; Hancock Whitney Bank

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest HancockWhitney

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Hancock Whitney Bank 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims; Radcliff Contractors, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest RadcliffContractor

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Ben M. Radcliff Contractor, Inc. 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims: Gwins Commercial Printing

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest Gwins

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Gwin's Commercial Printing 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authroize Settlement Agreement and Release of Claims; Felder Services, LLC

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest Felder

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Felder Services, LLC, 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

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims; Monadcock Media, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement.GulfQuest Monadock Media

REVIEWERS:
Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Monadock Media, Inc., as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
William Stimpson, Mayor

Sponsored by:
Ricardo Woods, City Attorney

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution_Intergovernmental Agreement_ankle monitoring program
2. Intergovernmental Agreement_Ankle Monitoring Program

REVIEWERS:
Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to provide funding to the Mobile County Commission for a Pre-Trail Ankle Monitoring Program administered through the Mobile County Sheriff's Department; and

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to contribute financial assistance to the Mobile County Commission in furtherance of the above purpose;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation not to exceed $800,000.00 to the Mobile County Commission, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto, or one worded substantially similar thereto, 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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR THE FUNDING OF THE PRE-TRIAL ANKLE MONITORING PROGRAM
TO BE ADMINISTERED BY THE MOBILE COUNTY SHERIFF'S DEPARTMENT

WHEREAS, Mobile County, Alabama ("County"), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor ("City"), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements for the public benefit and the County and the City wish to assist the Thirteenth Judicial Circuit Court of Alabama, including the Circuit and District Courts, and the City of Mobile Municipal Courts in their efforts to prevent overcrowding in the Mobile Metro Jail Facility by initiating a new program for the administration of pre-trial ankle monitoring for criminal defendants, who qualify for bail and who could otherwise be incarcerated until his/her time of trial. The County and the City (jointly the Parties) wish to remove the administration and oversight of the existing pre-trial ankle monitoring program from a private organization and fund and facilitate a new pre-trial ankle monitoring program (the New Program) to be managed and regulated by the Mobile County Sheriff's Office (MCSO); and

WHEREAS, the City wishes the County to engage an appropriate contractor(s), to be chosen by the MSCO, to provide hardware, equipment, software, training, and maintenance for the New Program, to be utilized by the MCSO, and the City wishes to provide funding to the County, in addition to the funding provided by the County, to promote MCSO's efforts and services provided to the New Program; and

WHEREAS, the County, the City and the MCSO deem it necessary and desirable to set out the terms of this Agreement with regard to the funding of the New Program.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the Parties enter into the following mutual agreement:

1. That the initial, start-up cost for the New Program is approximately One Million Six Hundred Thousand Dollars and 00/100 ($1,600,000.00). Of that amount, the City will appropriate the County the sum not to exceed Eight Hundred Thousand Dollars and 00/100 ($800,000.00) (the Funds) for the planning, implementation, management, and oversight of the New Program as provided herein. This contribution represents Fifty Percent (50%) of the total estimated costs for the first year of the New Program. The County will also appropriate Eight Hundred Thousand Dollars and 00/100 ($800,000.00) to the costs for the first year of the New Program.

2. That the County agrees to utilize the City Funds solely for the purposes identified herein and these funds shall supplement, not supplant, any contribution from the County.

3. That the Parties agree the County shall enter into a Cooperative Purchasing Monitoring and Associated Services Agreement (Services Agreement) with Shadowtrack Technologies, Inc., as its chosen Contractor, who shall supply the MCSO with the necessary hardware, software, training and maintenance for the safe and effective administration of the New Program. The terms set forth in the Services Agreement include prices which shall be used to calculate the total price for the equipment and services and determine the respective contributions of the Parties.

4. The estimated budget for the first year, initial start-up costs is as follows:

Personnel Year 1		
Deputy (X5)	$ Amount	Notes
Salary	51,000.00	
Insurance (Family)	17,400.00	
Subsistence	2,600.00	
FICA/Medicare	7,803.00	15.3% (Joint Contribution)

Workers Comp	2,007.36	3.28%+1.2% Experience mod
Unemployment Insurance	216.00	2.7% on first $8000.00
Retirement	4,539.00	8.90%
Outfitting Deputy	14,000.00 14,000.00	
Car (Outfitted for law enforcement)	75,000.00	
Cost Per Deputy	174,565.36	
Total Cost @ 5	1,221,957.52	
Director		
Salary	85,000.00	
Insurance (Family)	17,400.00	
Subsistence	2,600.00	
FICA/Medicare	2,750.00	15.3% (Joint Contribution)
Workers Comp	3,345.60	3.28%+1.2% Experience mod
Unemployment Insurance	216.00	2.7% on First $8000.00
Retirement	7,565.00	8.90%
Car (Outfitted)	50,000.00	
Director Total	178,876.60	
Clerk		
Salary	35,000.00	
Insurance (Family)	17,400.00	
Subsistence	2,600.00	
FICA/Medicare	5,250.00	15.3% (Joint Contribution)
Workers Comp	1,377.60	3.28%+1.2% Experience mod
Unemployment Insurance	216.00	2.7% on First $8000.00
Retirement	3,115.00	8.90%
Uniforms	503.00	
Clerk Total	65,461.60	
Office Renovations		Not to exceed $60,000.00 total

ShadowTrack		
Lease		Not to exceed $1,089.00 per day
Miscellaneous		
Office equipment		Not to exceed $50,000 total
OT		

5. The City agrees to pay Fifty Percent (50%) of the actual costs for the initial capital expenditures of the first year within ten (10) days of the execution of this Agreement, to expedite the transition to the New Program. This amount is Fifty percent (50%) of the estimated costs for the initial start-up which includes six (6) new, fully outfitted MCSO vehicles at a cost to the City of $212,500.00, Deputy outfitting at a cost to the City of $35,000.00, the costs of any necessary renovation/construction for offices to be used exclusively for the New Program and in an amount not to exceed $30,000.00 for the City and the costs of laptop computers, monitors, printer/copier(s), radios or other necessary communication equipment, telephones, internet connections and all appropriate installation(s) and any necessary office furniture to accommodate employees and enrollees, at an estimated total cost of $25,000.00 for the City. The County will contribute the remaining Fifty Percent (50%) of the costs identified above, within ten (10) days of the full execution of this Agreement.

6. The City also agrees to pay Fifty Percent (50%) of the actual costs for the salary, benefits and subsistence payments the County employees, APOST certified officers, Director and Clerk, who shall be One Hundred Percent (100%) dedicated to the New Program. The County will pay the remaining Fifty Percent (50%).

7. The County and the City will share equally the costs of consumables and ongoing expenses for the ShadowTrack lease for the hardware, equipment, software, training and maintenance

based upon the pricing contained in the Services Agreement. The initial lease shall provide the County with two hundred twenty (220) ShadowtrackCuff monitors (Monitors) and accompanying chargers, software, training and maintenance. ShadowTrack will invoice the County for each Monitor, at a cost of $4.95 per day, per enrollee, on a thirty (30) day billing cycle. Monitors that are not in use shall be invoiced at $1.95 a day. The maximum cost of the lease amount per day is $1,089.00.

8. Beginning on February 28, 2025, and on the last day of every month of the term of this Agreement, the County shall reconcile the costs of the of the New Program, minus capital expenditures, against the fees the MCSO collects from criminal defendants enrolled in the New Program. The cost, per enrollee shall be a one-time initial fee of Seventy-Five Dollars and 00/100 ($75.00), a daily monitor rental fee of Four Dollars and 95/100 ($4.95) or One Dollar and 95/100 if the monitor is not in use and also a daily service fee of Ten Dollars and 00/100 ($10.00). The County will provide the City with an accounting of the New Program receivables and expenses and submit an invoice to the City for payment of 50% of any outstanding sums owed, payable within thirty (30) days. If at any time, there are surpluses owed to the City, those funds will be transferred to the City at the end of each Fiscal Year. The County shall also provide an invoice to the City detailing 50% of the costs for each employee serving the New Program.

9. The Parties agree that this Intergovernmental Agreement shall be in full force and effect as of the date of the full execution of the Intergovernmental Agreement. The Parties further agree that the term of this Intergovernmental Agreement shall be for three (3) years, with options for renewals in successive years, at one (1) year increments, with either Party notifying the others no less than sixty (60) days from the expiration of the current Agreement of its intent to renew.

10. The County shall, to the extent possible, cause the Service Agreement with ShadowTrack to be renewed simultaneously with this Agreement, for the same terms.

11. The Parties further agree this Intergovernmental Agreement shall not be terminated for convenience, but only for cause, which includes but is not limited to, material breach of terms, failure to fund the New Program, an increase in the budget, a decrease in either party's general fund or any other action of either Party relating to this Agreement which renders this Agreement void.

12. This Agreement constitutes the entire and only Agreement between the parties relating to the matters described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

13. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt, addressed as follows:

Mobile County Commission
E. Edwin Kerr, County Administrator
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
eddie.kerr@mobilecountyal.gov

With a copy to:
Jay M. Ross, County Attorney
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Jay.ross@arlaw.com

Mobile County Sheriff's Office
Paul Burch, Sheriff
510 South Royal Street
Mobile, Alabama 36603
ATTN: Sgt. Joe Mahoney
jamahoney@mobilecountyso.com

City of Mobile
William S. Stimpson, Mayor

205 Government Street
Tenth Floor, South Tower
Mobile, Alabama 36644
ATTN: Chief of Staff James Barber
barberj@cityofmobile.org

With a copy to:
Lisa Carroll, City Clerk
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Lisa.carroll@cityofmobile.org

14. Nothing in this Agreement obligates the City to provide any future funding for the New Program upon expiration of this Agreement, absent an Amendment agreed-upon, and executed by, both Parties.

15. Each Party shall pay for its own insurance necessary to cover the party for any losses resulting from the New Program.

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:	MOBILE COUNTY COMMISSION
_____	_____
E. Edwin Kerr, County Administrator	Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

_____
Lisa C. Lambert, City Clerk

_____
William S. Stimpson, Mayor

Date: _____

FOR THE MOBILE COUNTY SHERIFF'S OFFICE
PROGRAM ADMINISTRATOR

_____
Paul Burch, Sheriff

CAPITAL CONTRACT SUMMARY SHEET

Contract# 5629

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Household Hazardous Waste Collection Event Support (D1-7)
COM Project: 2025-3005-13
PROJECT #: C0604 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Household Hazardous Waste Collection Support

CONTRACT AMOUNT: $160,000.00

VENDOR NAME: Clean Earth of Alabama, Inc.

VENDOR NUMBER: 297390

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: Rosemary Ginn

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X_; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/15/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Clean Earth of Alabama, Inc. for household hazardous waste collection event support services, in an amount not to exceed $160,000.00 per year, for one year, renewable without further Council action, for two additional one year periods, 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:	CLEAN EARTH OF ALABAMA, Inc.
Project Name:	HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT SUPPORT (D1-7)
Project Cost:	$160,000.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT SUPPORT

PROJECT NO. 2025-3005-13

ENGINEER:

CLEAN EARTH OF ALABAMA, INC.

Docusign Envelope ID: 006694D7-5736-4739-82A7-73F9ECABD55D

City of Mobile

Household Hazardous Waste Collection Event Support

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this __day of _____, **20** _ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Clean Earth of Alabama, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Pennsylvania, on behalf of itself and its affiliates.

WHEREAS, the City desires to conduct Household Hazardous Waste Collection Events ("Event") and to hire a Contractor to assist in the operation of such events, and

WHEREAS, the City has determined that Contractor is especially qualified to provide these services, and

WHEREAS Contractor has agreed to provide such services.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency, lump sum cost or unit price are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, for one Event, with the option upon agreement of the parties to include additional Events during the first year, and to renew the agreement for two additional one-year periods with one or more Events during the additional one-year periods.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. . In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and reasonable attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: 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. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every

reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 10. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. The Contractor agrees and understands that the funding of this contact is solely provided from the General Fund of the City of Mobile. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Mobile shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

ARTICLE 11. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 12. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Clean Earth of Alabama, Inc.
933 First Avenue, Suite 200
King of Prussia, PA 19406

ARTICLE 13. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 14. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 15. Limitation of Liability
IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED $5,000,000.

ARTICLE 16. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Clean Earth of Alabama, Inc.

DocuSigned by:
Jennifer Wagner
56A4329A9D5B49C..., Its Sales Manager (title)
On behalf of Contractor

12/20/24 | 5:16 PM EST
Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A: Scope of Work
EXHIBIT B: Evidence of Insurance

SCOPE OF WORK
HOUSEHOLD HAZARDOUS WASTE COLLECTION
EVENT SUPPORT

1.0 Introduction

Contractor is to assist the City in the collection, transportation, and disposal of household hazardous waste during a community Household Hazardous Waste Collection Event to be scheduled during the spring 2025, with the option to support additional collection events during the first year, and to renew the agreement for two additional one-year periods with one or more events during the one-year periods.

2.0 Specifications-General

A. The City will host and provide overall management of the event, to include site selection, advertisement, setting eligibility criteria, and traffic management. Contractor's role will be the reception, handling, identification, packaging, transport, and disposal of specified waste items. City and Contractor will collaborate on designing the most efficient site laydown for execution of each event.

B. The initial agreement would be for one year, for one event, with the option to include additional events during the first year, with the further option to renew the agreement for up to two additional one-year periods, upon mutual agreement between the City and selected Contractor. Each renewal shall be renewed under the same terms of the initial agreement.

C. Specific date(s), time(s), and location will be mutually agreed upon by the City and contractor. The expectation is that the first event will be during the spring of 2025.

D. Contractor will provide sufficiently trained and equipped staff to safely and efficiently handle the City-defined quantity expectations with minimal wait for drop-off customers.

E. The contractor will provide proper PPE (Personal Protective Equipment) for all staff needed to safely perform the duties mentioned.

F. The contractor shall accept, package, transport and dispose of the following materials:

Drain Cleaner	Bleach	Muriatic Acid
Pesticides	Sealant	Cesspool Cleaners
Herbicides	Radiator Flushes	Arts & Crafts Supplies
Fertilizers	Solvents	Wood Preservatives
Metal Polish	Ammonia	Brake Fluid

Photo Chemicals	Pool Chemicals	Transmission Fluid
Dry Cleaning Fluids	Creosote	Antifreeze
Rust Preventatives	Moth Balls	Batteries
Rodent Killer	Oil Based Paint	Used Oil
Wood Strippers	Latex Based Paint	
Paint Thinner	Oven Cleaners	

G. If Contractor or the City deems Sign-up Genius or other approved pre-registration system is needed, the Contractor shall set up the Sign-up Genius or pre-registration system and pay for any and all costs associated with the system. The cost is a reimbursable expense under the contract. The City shall provide graphic art/images to populate the pre-registration system.

H. Neither the City nor Contractor will accept the following materials at the event. Contractor will be expected to identify such materials and return them to the customer with directions for disposal or consult with the City if return to the customer is deemed inappropriate.

Unknown Materials	Substances Regulated By the Drug Enforcement Agency	Radioactive Waste
Unstable Waste	Unknown Gas Cylinders	Bio-Hazardous Waste

I. Contractor should be prepared, staffed, and equipped to receive, accept, package, transport, and dispose of the listed types of materials. City and Contractor will agree upon quantity estimates and performance expectations before each event. In the event unaccepted materials are received at the event, Contractor will provide the City with a cost estimate for disposal of the material. Contractor must handle disposal, City will not be responsible for unaccepted materials.

No.	Material	UN #
1	Paint related material	1263
2	Paint related material	1263
3	Non-Regulated Collected Latex Paint	N/A
4	Aerosols, Flammable	1950
5	Flammable liquids, n.o.s.	1993
6	Organic peroxide type D, liquid	3105
7	Flammable solids, organic, n.o.s.	1325
8	Organic peroxide type E, solid	3108
9	Non-Regulated Household Collected Antifreeze	N/A
10	Pesticides, liquid, toxic, n.o.s.	2902
11	Pesticides, solid, toxic, n.o.s.	2588
12	Corrosive liquid, acidic, inorganic, n.o.s.	3264

13	Corrosive solid, acidic, inorganic, n.o.s.	3260
14	Corrosive liquid, basic, inorganic, n.o.s.	3266
15	Corrosive solid, basic, inorganic, n.o.s.	3262
16	Oxidizing solid, n.o.s.	1479
17	Oxidizing liquid, n.o.s.	3139
18	Batteries- Alkaline	N/A
19	Batteries, dry, containing potassium hydroxide solid	3028
20	Lithium battery	3090
21	Batteries-Nickel Metal Hydride	N/A
22	Propane (1-pound bottle)	1978
23	Propane (20-pound bottle)	1978
24	Fire extinguishers containing compressed or liquefied gas	1044
25	Chlorodifluoromethane or Refrigerant gas R22	1018
26	Mercury contained in manufactured articles	3506
27	Universal Household Collected Compact Fluorescent Bulbs (CFL's)	N/A
28	Universal Household Collected Fluorescent Light tubes 4 ft	N/A
29	Universal Household Collected Fluorescent Light tubes 8 ft	N/A
30	High Pressure Sodium Light Bulbs	N/A
31	Non-TSCA Ballasts	N/A
32	Used Oil	N/A

J. It is possible that the Contractor may be called upon to provide Additional Services outside the Scope of Work. The services would be requested in writing by the City and hourly rates and an estimate of hours to complete the task(s) would be requested from the Contractor.

K. Insurance requirements: Contractor will be asked to deposit with the City at the time of execution of the contract certificates of insurance, issued by a company licensed and qualified to do business in the State of Alabama, evidencing to the satisfaction of the City that certain coverages and amounts, equivalent to the coverages and amounts listed below, have been obtained by the selected Contractor. Each policy shall contain an endorsement waiving rights of subrogation against the City of Mobile and must also name the City as an additional insured.

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama pursuant to Additional Insured Endorsement #1.
   i. Employer's Liability with limits of not less than:
   ii. Bodily Injury by Accident $1,000,000 each accident
   iii. Bodily Injury by Disease $1,000,000 policy limit
   iv. Bodily Injury by Disease $1,000,000 each employee
   v. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

b. Comprehensive General Liability Insurance:
   i. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
   ii. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
   iii. General Aggregate Limit shall apply on a "Per Project" basis.

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

d. Excess/Umbrella Liability Insurance
   i. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
   ii. Limit of Liability: $2,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

e. Professional Liability Insurance
   i. "Per Project" limit - $1,000,000

f. Environmental Impairment Liability
   i. Limit of Liability: $10,000,000 each claim/aggregate

g. Contractor's Pollution Liability
   i. Limit of Liability: $10,000,000 each claim/aggregate

h. Certificates of Insurance - Prior to commencement of the Work, 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.

2.1 Specifications- City Responsibilities

A. The City will determine the date, location, eligibility, rules, and hours for the event, in consultation with Contractor, at least one month prior to each event. City will be responsible to provide pre-event publicity.

B. City will review and approve Contractor's event mobilization staffing plan not later than 48 hours before event. City will commit to pay for Contractor's pre-approved On-Site Labor and Support charges.

C. The City will provide the event facility, to include necessary access, restrooms, parking, signage, traffic control, security, and emergency response. City will provide shade structures, but not climate control. City will be responsible for the overall design and laydown of the site, in consultation with Contractor. City will oversee the setup and take-down for the event.

D. City will determine the waste streams to be collected.

E. The City will advertise and provide public and media engagement, direction, and publicity.

F. City will provide sufficient employees to perform event set up of City responsibilities, coordination, and oversight, except for those items Contractor will use to collect, sort, package, and transport.

G. The City will provide protective equipment for all City employees.

H. City will decide whether weather or other contingency requires cancellation or rescheduling of any scheduled event not later than 72 hours before event without fee. City may cancel an event less than 72 hours before an event but will be responsible to pay the on-site labor Base rate in paragraph 4.0 B below. City is not responsible for any other Contractor loss of revenue or expenses due to cancellation or rescheduling.

I. City will review and pay Contractor's properly presented invoice per event within 30 days of presentation of the invoice and completion of the event, upon the receipt of the final manifest for the event whichever event is later.

2.2 Specifications- Contractor Responsibilities

A. The Contractor will assist the City with planning and logistics of the Household Hazardous Waste Event(s).

B. Contractor will provide the City with the pre-event estimate survey, review the pre-event estimate survey and return to the City with a staffing plan not later than 96 hours prior to event. At this point, the City may cancel the event or ask Contractor for manning above or below the Base event staffing identified in 4.0B. Contractor will implement City's approved staffing plan.

C. The Contractor will provide all equipment, supplies, and containers necessary to collect, transport, document and dispose of hazardous waste collected during the event(s) for which they are responsible.

D. The Contractor will collect, remove, and properly dispose of all incidental non-hazardous waste collected during the event. The amount of roll-off containers for non-hazardous waste disposal will be agreed upon with the City not later than 72 hours prior to the event.

E. The Contractor will provide properly trained and qualified personnel, outfitted in proper protective equipment. Contractor personnel will engage with citizens, City staff, and volunteers in a courteous and professional manner at all times.

F. The Contractor will provide trained personnel to properly collect, sort, document, and dispose of household hazardous waste while maintaining compliance with local, state and federal regulations.

G. The Contractor will provide transportation, treatment, and disposal of collected wastes in compliance with all State and Federal regulations.

H. The Contractor shall remain on-site until all materials collected during the event are properly labeled and packaged for safe transport. All documents/manifests must be completed before the contractor shall leave the premises.

I. The Contractor shall take full responsibility of the wastes Contractor collects at the event and indemnify the City of Mobile against any damages incurred from improper management during transportation or disposal. The contractor shall be properly bonded, licensed and insured.

J. The Contractor will provide the City documentation regarding the disposal method used for each substance and all licenses, permits, and other applicable materials to transport to a Treatment, Storage, and Disposal Facility or other disposal method. Contractor must provide details of each transfer/storage/recycling/disposal sites including EPA ID number, if applicable.

K. Contractor must provide the City of Mobile with a Certificate of Destruction

for all wastes collected at the event(s) within ninety (90) days of the event(s).

L. The Contractor must provide and observe a site-safety and contingency plan specific to the City and provide training to all personnel on the day of the event.

M. The Contractor will invoice all unit-rate fees allowed in paragraph 4.0 with itemized detail of item and quantity. Contractor will not bill "additional services" or fees unless specifically approved in writing by the City in advanced.

N. The Contractor will be responsible for utilities, including but not limited to water and power.

3.0 Contractor Qualification Requirements

A. Contractor must be capable of and experienced in collecting, handling, transporting and disposing of household hazardous waste items.

B. Staff Project Manager is required to have a minimum of five (5) years of experience in conducting household hazardous waste collection events. Other employees/staff are required to have a minimum of 24 to 40 hours training.

C. Contractor must maintain and be fully licensed, certified, and permitted to include but not limited to the following:

   a. State Hazardous Transporter's License (ADEM)
   b. Federal Hazardous Waste Transporter's Permit (U.S. EPA)
   c. Authorization from the Interstate Commerce Commission and appropriate State Agency to operate as a common carrier
   d. Evidence of satisfactory Federal Motor Carrier Safety Rating (USDOT)
   e. Federal Hazardous Materials Certificate of Registration
   f. City of Mobile Business License

4.0 Payment and Fee Schedule

A. Planning Assistance (Per Event) Lump Sum $1,000.00

B. On-Site Labor and Support Per Event (Base per event – actual number of persons and hours to be agreed upon per event:

Labor Type	No. of People/Units	No. of Hours P/P	Hourly Rate P/P	Extended Cost
Manager	1	6	$64.00	$384.00
Chemist	2	6	$59.00	$708.00
Technician	12	6	$45.00	$3240.00
Equipment Operator	1	6	$59.00	$354.00
Forklift	1 Forklift	Day Rate-2	$530.00	$1060.00
			Total Labor	$5746.00

C. Set-Up Cost (Per Event) Lump Sum $1,400.00

D. Take-Down (Per Event) Lump Sum $8,950.00
(includes staff mobilization and per diem)

E. Supplies (Per Event) Lump Sum $2,000.00
Solid Waste Containers x 2 @ $1,000.00

F. Hazardous Waste Disposal (Per Event) At unit prices indicated in table below.

G. Additional Notes Regarding Fees.

a. Planning Assistance, Per Event, will be paid to the Contractor once the site safety and contingency plan is received and approved by the City, upon approval of the invoice. Payment Not to Exceed $1,000.
b. On-Site Labor and Support, Per Event, will be based on a time and materials basis, following the event, upon approval of the invoice.
c. Set-Up Cost, Per Event, will be paid on a Lump Sum basis, following the event, upon approval of the invoice.
d. Take-Down, Per Event, will be paid on a Lump Sum basis, following the event, upon approval of the invoice.

e. Total hazardous waste disposal cost will be calculated using the attached one-page document, "City of Mobile Pricing Cost Proposal/Disposal Method," provided by the Contractor.
    i. Total hazardous waste disposal cost will be generated by the actual disposal amounts per event, using the unit costs in paragraph H, "Item-Based Hazardous Waste Disposal Pricing," provided by the Contractor. These costs are subject to renegotiation annually upon contract renewal.
    ii. The Total disposal cost will be paid once the event manifest and Certificate of Destruction of all materials collected at the event is received, upon the approval of the invoice.
f. The number of non-hazardous waste disposal roll-offs, per event, will be agreed upon after the review of the Contractor pre-registration survey.
g. Additional Services, Per Event.
    i. It is possible that the Contractor may be called upon to provide Additional Services outside the Scope of Work.
    ii. Additional Services would be requested in writing by the City.
    iii. An estimate of hours to complete the task(s) would be requested from the Contractor for approval by the City, prior to the work being performed.
    iv. On-Site Labor and Support hourly rates listed in Payment and Fee Schedule would be used, if additional personnel are required, per event, if needed.
    v. The disposal of unaccepted waste shall be included in Additional Services, Per Event, if needed.
    vi. The cost associated with any non-hourly rate Additional Services will be requested in writing, and a cost shall be provided to the City before the work is performed.
h. Payment, per collection event, shall be based on the fee schedule outlined in this Section 4.0 and in Paragraph H, Item-Based Hazardous Waste Disposal Pricing. The contract amount is Not to Exceed One Hundred Sixty Thousand Dollars and No Cents ($160,000.00).

H. Item -Based Hazardous Waste Disposal Pricing

City of Mobile, AL

Unit Pricing

Waste Category	Handling/ Packaging**	Cost Per Pound	Other	Units	RFP Qty	Total	Process Codes
Aerosols	IN – loose pack	$1.45	$65.00	Minimum	5400	$7,830.00	AF08
Antifreeze	FB – bulk	$0.55	-------	Lb	900	$495.00	REC08
Alkaline Batteries	RC – loose pack	$1.00	---------	Lb	900	$900.00	REC24
Corrosives (Acids or Bases)	Treat – loose pack	$1.25	---------	Lb	6300	$7,875.00	WAT16-A
Fire Extinguishers	RC – loose pack	---------	$15.00	Each	100	$1,500.00	REC60
Flammables Solids-Adhesives, Tar	FB – loose pack	$1.45	---------	Lb	180	$261.00	AF06-1
Flammable Solvents	FB – bulk	$0.32	---------	Lb	3600	$1,152.00	AF01
Fluorescent Bulbs	RC – loose pack	$0.95	---------	Lb	596	$566.20	REC06
Fluorescent(Compact)	RC – loose pack	$1.45	---------	Lb	1990	$2,885.50	REC42
HID Bulbs	RC – loose pack	$1.45	---------	Lb	6	$8.70	REC42
Helium	RC – loose pack	---------	$30.00	Each	0	$0.00	REC65
Latex Paint	RC – loose pack	$0.78	---------	Lb	0	$0.00	REC49
Latex Paint	RC – loose pack	$0.55	$6,600.00	Roll Off	1	$6,600.00	RECB49
Lithium Batteries	RC – loose pack	$4.50	$65.00	Minimum	45	$202.50	REC09
Mercury	RC – lab pack	$12.00	$275.00	Minimum	1	$275.00	REC14
Motor Oil	FB – bulk	$0.32	---------	Lb	4000	$1,280.00	AF05
Ni-Cad Batteries	RC – loose pack	$1.00	$65.00	Minimum	200	$200.00	REC11
Non-haz solids	LF – bulk	$0.45	---------		0	$0.00	LF01
Oil Base Paint	FB - loose pack	$0.80	---------	Lb	3500	$2,800.00	AF06
Oil Base Paint	FB - loose pack	$0.65	$7,800.00	Roll Off	5	$39,000.00	AFB06
Oxidizers	IN – loose pack	$4.95	---------	Lb	800	$3,960.00	STAB06-6
PCB Waste	IN – loose pack	$3.75	$250.00	Lb	25	$93.75	PCB01
Pharmaceuticals	IN – loose pack	$1.29	---------		0	$0.00	INC29
Pesticide Liquid or Solid	IN – loose pack	$1.45	---------	Lb	11160	$16,182.00	INC14-F
Propane (Small)	RC – loose pack	---------	$12.00	Each	870	$10,440.00	REC61-1
Propane (BBQ)	RC – loose pack	---------	$24.00	Each	45	$1,080.00	REC61
Reactives (Org. Per., Amines, Isocyanies, Water Reactives)	IN – lab pack	$5.75	$165.00	Minimum	2	$330.00	INC15-E2
Refrigerant	RC – loose pack	---------	$70.00	Each	1	$70.00	REC38
Various Labpacks	IN – lab pack	$4.95	$115.00	Minimum	0	$0.00	INC14-A
Electronics	RC – palletize	$1.15	---------	Lb	0	$0.00	REC55
Container Minimum	---------	---------	$65.00	Each	0	$0.00	
						$105,986.65	

Docusign Envelope ID: 006694D7-5736-4739-82A7-73F9ECABD55D

EXHIBIT B: INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

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
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103

CN103174067-Clean-GAWUP-24-

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co.	19445
INSURER B : AIU Insurance Co	19399
INSURER C : Zurich American Insurance Company	16535
INSURER D : Lexington Insurance Company	19437
INSURER E :	
INSURER F :	

INSURED
Clean Earth, LLC
933 First Avenue Ste. 200
King of Prussia, PA 19406

COVERAGES

CERTIFICATE NUMBER: CLE-007054726-07 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	6547157	06/30/2024	06/30/2025	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY	X	X	7030964 (AOS)	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7030965 (VA)	06/30/2024	06/30/2025	BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC7364403-06	06/30/2024	06/30/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC020396160 (AOS) SIR:$ 750K	06/30/2024	06/30/2025	X PER STATUTE OTH-ER	
B				WC020396161 (CA)	06/30/2024	06/30/2025	E.L. EACH ACCIDENT	$ 3,000,000
A				XWC3332324 (OH, PA, WA)	06/30/2024	06/30/2025	E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
D	Excess Liability			62785768	06/30/2024	06/30/2025	Limit	15,000,000
							Excess of	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Household hazardous waste Collection event twice annually First event is scheduled for August 21 Annual Value of Contract: $ 220,000

Certificate Holder is included as additional insureds under General Liability per Endorsement Form #1, Automobile Liability as required by written contract, subject to policy terms and conditions. Waiver of Subrogation is applicable with respects to General Liability, Auto Liability, Workers Compensation where required by contract and permitted by law, Contractors Pollution Liability and Professional Liability.

CERTIFICATE HOLDER

City of Mobile
205 Government Street, Government Plaza, 2nd Floor,
South Tower
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN103174067
LOC #: Philadelphia

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA LLC	Clean Earth, LLC 933 First Avenue Ste. 200 King of Prussia,PA 19406
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

Contractors Professional and Pollution Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
Policy: 0312-3010
Effective Date: 06/30/2024
Expiration Date: 06/30/2025
Per Incident $10,000,000
Aggregate $10,000,000
SIR: $250,000

Pollution Legal Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
Policy: 0312-3009
Effective Date: 06/30/2024
Expiration Date: 06/30/2025
Per Incident $10,000,000
Aggregate $10,000,000
SIR: $250,000

Excess Contractors Professional & Pollution Liability

Carrier: Nautilus Insurance Company
Policy #: FFX2044037-10
Effective Date: 06/30/2024
Expiration Date: 06/30/2025
Limit: $15m xs of $10m

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Additional Named Insured

Clean Earth LLC
Assessment & Remedial Design Technologies of DE, LLC
Accelerated Remediation Kinetics, LLC
Advanced Remediation & Disposal Technologies of DE, LLC
Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba
Phoenix Soil - A Clean Earth Company
United Retek of Connecticut
Clean Earth of Maryland, LLC
Clean Earth of New Castle, LLC
Clean Earth of New Jersey, Inc.
Clean Earth of Philadelphia, Ltd.
Clean Rock Properties, Ltd.
Real Property Acquisition, LLC
Clean Earth Dredging Technologies, LLC
Clean Earth of Southeast Pennsylvania, LLC
Clean Earth of West Virginia, Inc.
Clean Earth of Williamsport, LLC
Clean Earth of Georgia, LLC
Clean Earth of Southern Florida, LLC
Clean Earth Environmental Services, Inc.
Clean Earth of Greater Washington, LLC Clean Earth Aggregates
Gardner Road Oil, LLC DBA Clean Earth of Brandywine
AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean
Earth Company dba DART, A Clean Earth Company
AES Asset Acquisition Corporation dba American Transportation
Solutions, LLC
AES Asset Acquisition Corp. d.b.a. Clean Earth of Calvert City
Clean Earth of Alabama, Inc.
MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth
Company
Environmental Soil Management, Inc.
Environmental Soil Management of New York, LLC dba ESMI, A Clean
Earth Company

Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company
Carteret Asphalt Corporation

MOBILE
ALABAMA

City of Mobile Ordinance

Sec. 14-2. - Participation by socially and economically disadvantaged contractors.

(a) All contracts or agreements entered into by the city or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall make every reasonable effort to require that the contractor, firm or company to which any such contract is awarded must have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the city shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

(b) The city will hire a consultant to provide technical assistance and recommend regulations to the city to ensure every reasonable effort is made to implement this section.

(Ord. No. 65-020, §§ 1, 2, 11-6-85)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Clean Earth of Alabama, Inc	**Certified DBE:** YES NO XX	**Contract Start Date:**
DESCRIPTION: Household Hazardous Waste Collection		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT X	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)
$ 125,082.65	$ 0.00	$	$	

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)
Redline Emergency Sol	Temporary labor	$ 15,000	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Kelby Neal

SIGNATURE: Kelby Neal, HHW Business Dev. (Title) 1/6/2025 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2.** When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

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FORM 1: Background and Plan

Section I. Information about your company

Company	Clean Earth of Alabama, Inc
Address	402 Webster Chapel Road Glencoe, AL 35905
Telephone	318-396-5584
E-Mail	kneal@harsco.com

RFP/RFQ Solicitation Number	
Project Description	Household Hazardous Waste Collection Event
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Kelby Neal

Signature: Kelby Neal Date: 1/06/2025

Title: HHW Business Development Manager

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

Name: Kelby Neal Title: HHW Business Development Manager

E-mail:_ Phone: kneal@cleanearthinc.com 318-557-7739

OFFICE OF SUPPLIER DIVERSITY

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FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 125,082.65 Date: 1 / 6 / 2025

Description Household Hazardous Waste Collection

Name of Bidder/Proposer: Clean Earth of Alabama, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Redline Emergency Sol.	469-285-4662	Temporary labor	$16,591.55	13%	Yes	
Safeway Ind. Services	256-492-3704	Transportation Services	$13,351.90	10%	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: Clean Earth of Alabama, Inc

Contact Person: Kelby Neal Phone 318-557-7739 Email kneal@cleanearthinc.com

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

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

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	X	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

__X__ 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. Contacted those on the list for temporary labor and none responded back.

Suggestions or comments to improve this program. _____

AGREEMENT AMONG THE CITY OF MOBILE, THE MOBILE AREA LODGING CORPORATION, AND THE MOBILE CONVENTION & VISITORS CORPORATION

This Agreement is entered into as of the 1st day of May, 2025 (the "Effective Date") by and among the CITY OF MOBILE, a municipal corporation (hereinafter "City"), the MOBILE AREA LODGING CORPORATION, an Alabama nonprofit corporation (hereinafter "MALC"), and the MOBILE CONVENTION & VISITORS CORPORATION, an Alabama nonprofit corporation (hereinafter "MCVC"), relative to the Mobile Tourism Improvement District (hereinafter "MTID").

RECITALS

A. The MTID was formed pursuant to the Self-Help Business Improvement Districts in Class 2 Municipalities Law, Ala. Code § 11-54B-40 et seq. (the "Law"). On May 19, 2020 the City Council adopted Ordinance 50-014 which established the MTID, pursuant to Section 11-54B-46 of the Law, with an effective date of July 1, 2020 and with a sunset provision requiring that the City Council determine whether the MTID should be continued, modified or terminated. Pursuant to such Ordinance the City, MALC and MCVC entered into an Agreement (the "2020 Agreement") providing for the administration of the MTID and various obligations of each party.

B. In December, 2024, MALC prepared and released a new District Plan for the MTID, dated December 12, 2024, to govern operations for the period from May 1, 2025 through April 30, 2030 (the "2025 District Plan"), which provides for sales and marketing and capital improvements programs for assessed lodging businesses in the City. The District Plan is incorporated into this Agreement by reference.

C. MALC submitted a petition to the City Council signed by property owners representing at least sixty percent (60%) of the proposed annual assessments within the MTID and the owners of at least fifty percent (50%) of the assessed lodging businesses located within the MTID and requested that the City Council initiate proceedings to modify the MTID pursuant to the Law in order to change the assessment methodology to fund the 2025 District Plan.

D. On February ___, 2025 the City Council adopted Ordinance Number _____ which modified and continued the MTID, with an effective date of May 1, 2025.

E. MALC represents all business owners included within the MTID and possesses the capacity, in conjunction with MCVC, to provide the MTID programs as described in the District Plan.

F. The City, MALC, and MCVC desire to enter into this Agreement to set forth the roles and responsibilities of the parties with respect to providing MTID programs and administration.

G. The City affirms that the level of services presently being provided by the City to the businesses within the MTID shall continue at the same level after establishment of the MTID, as contemplated in this Agreement.

H. The parties have agreed that this Agreement shall become effective and supersede the 2020 Agreement as of the Effective Date.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS. Certain terms are defined in the heading and recitals to this Agreement. In addition to those terms, the following definitions shall apply:

   A. MTID Programs. The programs to be provided by MALC and MCVC within the MTID include sales and marketing, capital improvements, and related administration, as described in greater detail within the District Plan.

2. MALC OBLIGATIONS. MALC's obligations under this Agreement shall be as follows:

A. MTID Programs. MALC shall oversee the implementation of MTID programs in the manner and of the quality described in the District Plan and annual reports, during the following time periods:

Year 1 (partial)	May 1, 2025	through	September 30, 2025
Year 2	October 1, 2025	through	September 30, 2026
Year 3	October 1, 2026	through	September 30, 2027
Year 4	October 1, 2027	through	September 30, 2028
Year 5	October 1, 2028	through	September 30, 2029
Year 6 (partial)	October 1, 2029	through	April 30, 2030

MALC shall be fully responsible for overseeing, developing, and directing the MTID programs as described in the District Plan. MCVC shall not oversee, develop, or direct any MTID programs.

B. Annual Budgets. The officers of MALC shall submit a detailed annual budget for approval by its Board of Directors including proposed expenditures and proposed sources of funding, which may include voluntary donations. The budget shall explain how it contributes to goals and objectives for the MTID.

The budget shall be introduced, approved, amended, and adopted by resolution passed by not less than a majority of the full membership of the Board of Directors. The procedure for passing a budget shall be as follows:

i. Introduction and preliminary approval of the budget.

ii. Public advertising of the budget.

iii. Public hearing relating to the budget.

iv. Amendments to the budget and public hearings relating to those amendments, if required.

v. Adoption of the budget.

vi. No budget shall be adopted until a public hearing has been held thereon and all persons having an interest therein have been given an opportunity to present objections.

The Board of Directors may amend the budget during or after the public hearing.

No amendment to the budget by the Board of Directors shall be effective until all persons having an interest therein have been granted a public hearing thereon, if the amendment does or provides for any of the following:

i. Adds a new item to in an amount in excess of ten percent (10%) of the total amount as stated in the approved budget.

ii. Increases or decreases any item within the budget by more than ten percent (10%) of the amount stated in the approved budget for the item.

iii. Increases the amount needed to be raised by special assessment by more than ten percent (10%) of the total special assessment revenues stated in the approved budget.

C. Annual Reports. For each fiscal year of MTID operations, MALC shall, within 90 days after the close of each fiscal year, submit to the City Clerk an annual report that includes, at a minimum:

i. A financial statement for the preceding year, including a balance sheet, statement of income and loss, and such other information as is reasonably necessary to reflect MALC's actual performance, certified by the MALC Treasurer; and

ii. The budget for the current fiscal year.

D. Annual Audits. For each fiscal year of MTID operations, MALC shall, within 90 days after the close of each fiscal year, submit to the City Clerk an annual audit of its books, accounts, and financial transactions. The annual audit shall be conducted by a certified public accountant. Within four (4) months after the close of the fiscal year, a certified duplicate copy of the audit shall be filed with the Mayor and Finance Director of the City.

E. Subcontracts. MALC and MCVC shall let and administer all subcontracts necessary for providing the MTID programs. MALC assumes responsibility for the contracting of, and payment for, all support services as may be required. MALC shall comply with all applicable State and City laws and regulations.

F. Other Programs. MALC will continue to look for ways to improve the MTID and enhance business opportunities for all MTID assessed property owners.

G. Indemnification and Hold Harmless. Except for the active negligence or willful misconduct of the City, MALC undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest, from and against all suits and causes of action, claims, losses, demands, and expenses, included but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person including MALC's employees or agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this agreement by MALC or its subcontractors.

H. Insurance Requirements. The insurance requirements will be provided in Exhibit "A", attached hereto and made a part hereof.

I. MALC Status. MALC shall perform its obligations under this Agreement and shall be responsible for any federal, state, and local taxes and fees applicable to payments made to MALC hereunder. Acting in the capacity of an independent contractor, the MALC's employees and subcontractors are not City employees and are not entitled to or eligible for any benefits provided by the City.

J. Assignment. MALC covenants and agrees that it will not assign or transfer its rights or obligations under this Agreement, either in whole or part, without first obtaining the written consent of the City; such consent must be granted or denied at the sole discretion of the City. Any attempt by the MALC to assign or transfer its rights or obligations without such written consent shall be null and void.

K. Assets of MALC. Pursuant to State law, in the event of MALC's dissolution, or upon any withdrawal of its designation as the MTID's district management corporation, all interest in and title to funds held by or for MALC, and all property of MALC shall be transferred and assigned to a successor MTID district management corporation, or if no successor MTID district management corporation exists, to the general fund of the City for use in funding the MTID programs as the MALC Board of Directors shall direct and designate.

L. MALC Not Agent of the City. Neither MALC nor any of MALC's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of MALC's obligations under this Agreement, or for any other purpose.

M. MALC Subject to Laws. MALC understands and acknowledges that it will be subject to all State and City laws and regulations and hereby agrees to comply with all such laws and regulations.

N. Nondiscrimination. In the performance of this Agreement, MALC shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

3. MCVC OBLICATIONS.

A. MTID Programs. MCVC shall administer MTID sales, marketing and promotional items as specified by MALC, subject to the oversight, development, and direction of MALC, in the manner and of the quality described in the MTID's District Plan and annual reports, during the following time periods:

Year 1 (partial)	May 1, 2025	through	September 30, 2025
Year 2	October 1, 2025	through	September 30, 2026
Year 3	October 1, 2026	through	September 30, 2027
Year 4	October 1, 2027	through	September 30, 2028
Year 5	October 1, 2028	through	September 30, 2029
Year 6 (partial)	October 1, 2029	through	April 30, 2030

MCVC shall be fully responsible for implementing the District programs, subject to the oversight, development, and directions of MALC, as described in the District Plan.

B. Indemnification and Hold Harmless. MCVC undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest, from and against all suits and causes of action, claims, losses, demands, and expenses, included but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person including MCVC's employees or agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by the MCVC or its subcontractors of the MCVC's obligations under this agreement. Nothing herein shall cause MCVC to be responsible or liable for any action, claims, losses, demands and expenses arising out of any action or inaction by or on behalf of the City or MALC.

C. Insurance Requirements. The insurance requirements will be provided in Exhibit "B", attached hereto and made a part hereof.

D. MCVC Status. MCVC shall perform its obligations under this Agreement and shall be responsible for any federal, state, and local taxes and fees applicable to payments made to MCVC hereunder. Acting in the capacity of an independent contractor, MCVC's employees and subcontractors are not City employees and are not entitled to or eligible for any benefits provided by the City.

E. Assignment. MCVC covenants and agrees that it will not assign or transfer its rights or obligations under this Agreement, either in whole or part, without first obtaining the written consent of the City and MALC; such consent must be granted or denied at the sole discretion of the City and MALC. Any attempt by MCVC to assign or transfer its rights or obligations without such written consents shall be null and void.

F. MCVC Not Agent of the City. Neither MCVC nor any of MCVC's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of the MCVC's obligations under this Agreement, or for any other purpose.

G. MCVC Subject to Laws. MCVC understands and acknowledges that it will be subject to all State and City laws and regulations and hereby agrees to comply with all such laws and regulations.

H. Nondiscrimination. In the performance of this Agreement, MCVC shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

4. CITY OBLIGATIONS. The City's obligations under this agreement shall be as follows:

A. MTID Administration. This Agreement shall be administered on behalf of the City by the City Clerk.

B. Collection and Disbursements. The City's Revenue Department shall effect the timely collection of the assessment; coordinate the collection of the assessment; provide general assistance, clarification, or information to MALC, the assessed property owners and the public at large; and, direct the disbursement of assessment funds to be made to MALC.

C. Disbursements to MALC. The MTID assessments will be collected by the City's Revenue Department. With the exception of the City Fee of one percent (1%) of the amount of collected assessments provided for in the District Plan, and the MTID's pro rata share of any delinquent assessment collection costs, the City shall disburse to MALC the actual assessment revenue collected. Within thirty (30) days of receipt of assessment funds collected, the City shall forward the net amount of collected assessment funds to MALC.

D. Continuation of City Services. The parties agree that the City's services to the District are comprised of funding for MCVC. The City shall continue to provide funding for MCVC at verifiable "baseline" levels. The baseline level of funding shall at all times equal 37.5% of receipts for the preceding fiscal year from the City's lodging tax.

E. Lodging Tax. During the term of this Agreement the City shall not increase its lodging tax by more than two percentage points above the current rate of eight percent (8%). The City shall not increase in the lodging tax above the current rate of eight percent (8%) unless the City shall have first imposed the lodging tax on short-term rentals and shall have enhanced enforcement and collection with respect to such short term rentals.

GENERAL PROVISIONS

A. General Fund Not Liable. Neither the General Fund of the City nor any other fund or monies of the City, except for the actual MTID assessment revenue received, shall be liable for payment of any obligations to MALC or the MTID arising from this Agreement. Said obligations are not debts of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon its income, receipt or revenues. This Agreement embodies all of MALC reimbursement rights and no further note or other document shall be required to be executed by the City.

B. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given when delivered or mailed in the manner provided in this paragraph to the following persons:

City: Lisa Lambert
City Clerk
9th Floor Government Plaza – South Tower
PO Box 1827
Mobile, AL 36633-1827
(251) 208-7576

MALC: Kent Blackinton
Chair of the Board
Mobile Area Lodging Corporation
64 South Water Street
Mobile, AL 36602
(251) 379-1901

MCVC: David Clark
President & CEO
Mobile Convention & Visitors Corporation
1 South Water Street
Mobile, AL 36602
(251) 208-2004

Any party may change that party's address for these purposes by giving written notice of the change to the other parties in the manner provided in this section. If sent by mail, any notice or other communication shall be effective 48 hours after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above.

C. Term, Termination and Amendments. The term of this Agreement shall be from the Effective Date through April 30, 2030, although executed by the parties prior to such date. As of the Effective Date this Agreement shall supersede the 2020 Agreement. This Agreement may be amended only by written instrument signed by each of the parties hereto.

D. Attorneys Fees. If the services of any attorney are required by any party to secure the performance of this Agreement, or otherwise upon the breach or default of any party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other expenses, in addition to any other relief to which such party may be entitled. It is understood that for purposes of calculating reasonable attorney fees for the City, that the City Attorney's billing rates shall be calculated at the prevailing rate.

E. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Alabama.

F. Waiver. The waiver by any party to this Agreement of breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

G. Entire Agreement. This document, including all Exhibits, contains the entire Agreement between the parties and supercedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

H. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF MOBILE, the MOBILE AREA LODGING CORPORATION, and the MOBILE CONVENTION & VISITORS CORPORATION. The City Clerk of the City of Mobile, the Chair of the Board of the Mobile Area Lodging Corporation, and the President & CEO of the Mobile Convention & Visitors Corporation declare that they are authorized to execute this Agreement on behalf of the parties to the Agreement.

CITY

Approved as to Form and Legality

_____ _____
Ricardo Woods, City Attorney Date

_____ _____
Sandy Stimpson, Mayor Date

ATTESTATION

_____
Lisa Lambert, City Clerk

_____ _____
Agreement Number Council File Number

MOBILE AREA LODGING CORPORATION

_____ _____
Kent Blackinton, Chair of the Board Date

MOBILE CONVENTION & VISITORS CORPORATION

_____ _____
David Clark, President & CEO Date

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 50 OF THE MOBILE CITY CODE ENTITLED "MOBILE TOURISM IMPROVEMENT DISTRICT" RELATING TO THE RENEWAL AND MODIFICATION OF THE SELF-HELP BUSINESS IMPROVEMENT DISTRICT TO PROVIDE SUPPLEMENTAL SERVICES WITHIN THE DISTRICT

Sponsored by: Mayor Stimpson and Councilmember Carroll

WHEREAS, the patterns of urban development have had substantial adverse impacts upon business districts that are vital to the economy of the State of Alabama and the City of Mobile; and

WHEREAS, Senate Bill No. 146 was signed into law by the Governor of the State of Alabama on May 3, 2004 ("Enabling Law"); and

WHEREAS, the Enabling Law authorizes the City of Mobile, as a Class 2 municipality, to provide for the creation and maintenance of Self-Help Business Improvement Districts within its boundaries through the adoption of an Ordinance; and

WHEREAS, Senate Bill No. 112 was signed into law by the Governor of the State of Alabama on May 20, 2019, amending the Enabling Law; and

WHEREAS, the amendments to the Enabling Law allows for the creation and maintenance of a Self-Help Business Improvement District for the purpose of providing supplemental, tourism promotional services to businesses and to levy assessments against those businesses benefitting from the tourism promotion services; and

WHEREAS, on May 19, 2020, the City Council adopted Ordinance No. 50-014-2020 (the "2020 Ordinance"), creating the Mobile Tourism Improvement District (the "District"); and

WHEREAS, the 2020 Ordinance contains a Sunset Provision requiring that the City Council determine whether the District should be continued, modified, or terminated; and

WHEREAS, the Enabling Law provides for amendment of a self-help business improvement district upon petition by the owners of businesses, consistent with the requirements for petitions to form the district; and

WHEREAS, on January 28, 2025, business owners within the boundaries of the District in excess of the number required by the Enabling Law, as amended, and the Ordinance, petitioned the City Council to continue the District with modified terms; and

WHEREAS, on January 28, 2025 the City Council set February 4, 2025, as the date for a public hearing to determine whether the District should be continued and modified; and

WHEREAS, on December 18, 2024, the 2025-2030 Mobile Tourism Improvement District Plan was mailed to all owners, as identified in the City's records, of businesses within the proposed Mobile Tourism Improvement District; and

WHEREAS, on January 14, 2025 notice of the date, time, and place set for the public hearing, and a copy of the notice was posted in at least three places located within the geographical area proposed to be included in the proposed Mobile Tourism Improvement District as required by Section 11-54B-45 of the Enabling Law; and

WHEREAS, the City Council wishes to adopt an Ordinance to continue and modify the District; and

WHEREAS, the City Council determines that adoption of ordinances such as this constitute an essential minimum function of the Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mobile, that in order to continue and modify the District, Article IV of Chapter 50, Mobile City Code (1991) titled "Mobile Tourism Improvement District" is hereby amended as follows:

Section 1. Declaration of Public Policy and Purposes.

(a) The designation of the geographic area described in Section 4 of this Ordinance as a Self-Help Business Improvement District is intended to directly benefit assessed lodging businesses within the area by increasing room night sales and revenue therefrom. Mobile Tourism Improvement District activities and improvements will increase overnight tourism and market assessed lodging businesses as tourist, meeting and event destinations, thereby increasing room night sales and revenue therefrom. Increasing overnight tourism in the City of Mobile contributes to the health, prosperity, and welfare of the people of the City of Mobile and, therefore, is an act which is in furtherance of the best interests of the City and its citizens.

(b) The City Council finds that owners of lodging businesses with 40 rooms or more comprising at least 60% of the annual assessment and the owners of at least 50% of the number of businesses with 40 rooms or more located within the proposed MTID have signed and submitted petitions in support of the formation of the MTID. The City Council accepts the petitions and certifies that the petitions have met the requirements of the Enabling Law.

(c) The purpose of this Ordinance is to:

(1) Designate, establish, and maintain the geographic area described in Section 4 of this Ordinance as the Mobile Tourism Improvement District; and Designate a district management corporation to provide supplemental services within the District; and

(2) Impose a special assessment upon the owners of lodging businesses with 40 rooms or more located within the District to finance the cost of the supplemental services that will be provided by the district management corporation in the District; and

(3) Provide for the submission of certain reports to the City by the district management corporation; and

(4) Provide a sunset provision pursuant to which City Council may continue, modify, or terminate the District; and

(5) Provide an effective date for the provisions of this Ordinance.

Section 2. Definitions.

For purposes of this Ordinance, the following terms shall have the respective meanings ascribed by this Section:

(a) Baseline Services means the level of funding for tourism promotion provided to the Mobile Convention and Visitors Corporation by the City of Mobile, as provided in the Baseline Services Agreement.

(b) Baseline Services Agreement means the contract between the City, the Mobile Convention and Visitors Corporation, and the Corporation setting out the services that will be provided in the District by the City, the Mobile Convention and Visitors Corporation, and the Corporation.

(c) Board of Directors means the board of directors of the Corporation selected in accordance with the District Plan and the Enabling Law.

(d) City means the City of Mobile, Alabama.

(e) City Council means the Mobile City Council.

(f) Corporation means the Mobile Area Lodging Corporation, an Alabama not-for-profit corporation that is designated and authorized by this Ordinance to manage the District as the district management corporation.

(g) District means the Mobile Tourism Improvement District, the area of which is designated by Section 3 and 4 of this Ordinance, and in which a Special Assessment is levied by this Ordinance on the owners of lodging businesses with 40 rooms or more located within the District for the purposes of receiving Supplemental Services.

(h) District Plan means the Mobile Tourism Improvement District's District Plan, dated December 12, 2024 and filed in accordance with Section 11-54B-44 of the Enabling Law.

(i) Special Assessment means the amount levied and collected by the City and forwarded to the Corporation for the purposes of financing the costs of Supplemental Services for the District.

(j) Supplemental Services means the programs, services, and improvements to be provided and maintained by the Corporation within the District. The term includes not only the programs, services, and improvements described in the District Plan, but also such additional programs, services, and improvements as the Board of Directors of the Corporation may determine to provide and maintain within the District after the date of adoption of this Ordinance.

Section 3. Establishment of the Mobile Tourism Improvement District.

There is hereby established a District, the geographic boundaries of which are set forth in Section 4 of this Ordinance, to be named the "Mobile Tourism Improvement District".

Section 4. Geographic Boundaries of the Mobile Tourism Improvement District.

The geographic boundaries of the District include all lodging businesses with 40 rooms or more, existing or in the future, located within the boundaries of the City. The geographic boundaries of the District may also be seen in Appendix 2. The lodging businesses that are liable for the Special Assessment are listed in Appendix 1.

Section 5. Designation of Mobile Area Lodging Corporation.

(a) Designation. The Corporation is hereby designated as the district management corporation for the District. The Corporation is hereby authorized and empowered to receive all Special Assessment revenues collected by the City, less the City's one percent (1%) collection and administration fee, and to provide Supplemental Services within the District.

(b) Board of Directors. The Corporation shall be managed by a Board of Directors in accordance with the District Plan, the articles of incorporation filed with the District Plan, and the Enabling Law. No amendment of the articles of incorporation or bylaws shall be effective unless approved by the Board of Directors.

(c) Compensation. Board members shall receive no compensation for their services as Directors, but shall be entitled to receive reimbursement for expenses actually incurred in the performance of duties as approved by the Board.

(d) Budget Required.No funds received by the Corporation from Special Assessment shall be expended except in accordance with the budget adopted or amended under the provisions of the District Plan.

(e) Powers. The Corporation may do all things necessary to implement its purposes as described in Section 11-54B-50 of the Enabling Law and in the District Plan.

(f) Eminent Domain. The Corporation shall not have the power of eminent domain.

(g) Facilities Not Deemed Nuisance; Liability. No moveable furniture, structure, facility, or appurtenance, or activity located or permitted in a District shall, by reason of location or use, be deemed a nuisance or unlawful obstruction or condition, notwithstanding any rule or regulation or principal of law pertaining to the use of public streets and highways. Neither the City nor any user acting under permit shall be liable for any injury to person or property, unless the furniture, structure, facility, or use shall be negligently constructed, maintained, or operated.

(h) Public Meetings. After designation of the District, the Corporation shall hold, at least annually, a general and public meeting appropriately advertised in the District at a place convenient to persons concerned with the operation of the District.

(i) Written Comments. The Corporation shall receive written suggestions from businesses in the District at any time.

(j) City Representatives May Attend Meetings. One or more representatives designated by the Mayor and the City Council shall be authorized to attend and participate in regular and called meetings of the Board of Directors of the Corporation; provided, however, that such representatives shall not vote on any matters considered by such Board.

(k) Dissolution. Upon dissolution of the Corporation or a withdrawal of the Corporation's designation as the district management corporation for the District, the Board of Directors of the Corporation shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer and assign all interests in and title to funds held by or for the Corporation and property of the Corporation to the successor district management corporation for the District; or, if no such successor corporation exists, to the City for use in funding such programs as the Board of Directors of the Corporation shall designate.

Section 6. Imposition of Special Assessment; Exemptions.

(a) Levy. There is hereby levied a Special Assessment upon all owners of lodging businesses with 40 rooms or more located within the District. The levy shall be in effect on and after May 1, 2025, subject to the sunset provisions in Section 13 of this Ordinance. The amount of the Special Assessment, and the means and methods of its collection, shall be as provided for in the District Plan. For the second five-year term of the District, to last from May 1, 2025 through April 30, 2030, the rate of the Special Assessment shall be capped at, and shall not exceed, the amount stated in the District Plan.

(b) Businesses Subject to Special Assessment. A listing by parcel number, street address, and lot and block number of all lodging businesses with 40 rooms or more located in the District, as shown by the Mobile County Tax Records as of the date of this Ordinance, is set out in the attached Appendix 1.

(c) Exemption for Residential Properties. The District shall not assess properties which are determined to be single-family, owner-occupied residential properties.

(d) Exemptions. Based on the benefit received, the following stays will not be assessed:

(1) A continuous stay of 31 days or more; provided, that the first 30 days will be assessed;

(2) Stays at camps, conference centers, or similar facilities operated by nonprofit organizations primarily for the benefit of, and in connection with, recreational or educational programs for children, students, or members or guests of other nonprofit organizations during any calendar year;

(3) Stays at privately operated camps, conference centers, or similar facilities that provide lodging and recreational or educational programs exclusively for the benefit of

children, students, or members or guests of nonprofit organizations during any calendar year;

(4) Stays at corporate housing facilities;

(5) Stays at campgrounds; and

(6) Complimentary room stays provided by the lodging business owner to a guest.

Section 7. Default in Payment of Assessments.

(a) Default. The obligation to pay any Special Assessment due shall be in default if such Special Assessment is not paid on or before the due date for such payment.

(b) Corporation to Reimburse City for Collection Costs. The Corporation shall reimburse the City for any costs associated with collecting unpaid Special Assessments. If sums in excess of the delinquent District Special Assessment are sought to be recovered in the same collection action by the City, the Corporation shall bear its pro rata share of such collection costs.

(c) Penalties and Interest. Assessed lodging businesses which are delinquent in paying the Special Assessment shall be responsible for paying:

(1) Failure to Timely File. Any lodging business that files a return after the due date is subject to a penalty equal to the greater of ten percent (10%) of the Special Assessment required to be paid or $50.00.

(2) Failure to Timely Pay. Any lodging business that submits a payment after the due date is subject to a penalty of ten percent (10%) of the delinquent Special Assessment.

(3) Interest. In addition to other penalties, if a lodging business fails to timely pay the City any Special Assessment due, there shall be added as interest one percent (1%) of the total amount due if the delinquency is not for more than one month, with an additional one percent (1%) for each additional month or fraction thereof under which the delinquency continues.

(4) Penalties Merged with Special Assessment. Every penalty imposed as such interest as accrues shall become part of the Special Assessment herein required to be paid.

Section 8. Licenses and Permits.

To the extent the operations of the Corporation require permits, licenses, or other approvals, the fees, costs, and expenses associated with obtaining such license, permits, or approvals are waived.

Section 9. Annual Reports and Audits.

(a) Within ninety (90) days after the close of its fiscal year, the Corporation shall make an annual report of its activities during such year to the City Council. The annual report shall include, at a minimum:

(1) A financial statement for the preceding year, including a balance sheet, statement of income and loss and such other information as is reasonably necessary to reflect the Corporation's actual performance, certified by the Corporation's treasurer; and

(2) The budget for the current fiscal year.

(b) A copy of each annual report shall be sent to the Mayor, the City Council, and to all lodging business owners of the District by first class mail or by personal delivery.

(c) Within ninety (90) days after the close of the Corporation's fiscal year, the Corporation shall cause an annual audit of its books, accounts, and financial transactions to be made by a certified public accountant. The Corporation's annual audit shall be completed and filed with the City Council within four (4) months after the close of the Corporation's fiscal year. Certified copies of the audit shall also be filed with the Mayor and the finance director of the City.

Section 10. Execution of Baseline Services Agreement.

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, a Baseline Services Agreement with the Corporation and the Mobile Convention and Visitors Corporation regarding the level of services to be maintained by the City within the District and the Supplemental Services which will be provided by the Corporation, as outlined in the contract presented herewith and made a part hereof as though set forth in full. The Baseline Services Agreement shall provide that the City shall provide funding for tourism promotion to the Mobile Convention and Visitors Corporation in the annual amount provided in the definition of Baseline Services as set forth herein. The Baseline Services Agreement shall also provide that all costs of the Supplemental Services provided by the Corporation in the District shall be financed through the levy by the City of the District Special Assessment on the owners of lodging businesses with 40 rooms or more located within the geographical area of the District, and such other revenue as the Corporation may receive.

Section 11. Police Powers not Waived; etc.

(a) Notwithstanding the capital improvements to be provided by the Corporation in the District, the City shall retain its police powers and other rights and powers relating to any streets or parts thereof constituting or included in the District, and no action shall be interpreted to construed to be a vacation, in whole or in part, of any municipal street or part thereof, it being intended that the establishment of the District pursuant to this Ordinance is a matter of regulation only.

(b) The Corporation shall have no power or authority to pledge or mortgage any assets or property owned by the City as collateral for any loan, and the Corporation shall have no power or authority to do any act that would create or cause a lien or encumbrance to

be place on assets or property owned by the City; and provided further that the good faith and credit of the City shall not be pledged as collateral for any such loan, the City shall have no obligation to repay any such loans, and such loans shall not constitute a general obligation or indebtedness of the City.

(c) All construction and maintenance work shall be performed in accordance with all applicable federal, state, and City requirements, code, and ordinances, including, but not limited to the "Mobile Rights of Way Construction and Administration Ordinance", Chapter 57, Mobile City Code.

(d) Nothing in this Ordinance shall affect or impair the City's control and jurisdiction over all property, streets, sidewalks, and public rights-of-way within the District. The powers and authority now residing with, or hereafter granted to the City, and all powers and authority herein granted shall be exercised by the Corporation in accordance with all applicable federal, state, and City requirements, codes, and ordinances.

(e) The Corporation shall have no authority to permit or authorize any structure, facility, fixture, or appurtenance to be built or located in on upon any public street, road, or right-of-way that blocks, impedes, or interferes with the use or enjoyment of such street, road, or right-of-way. This prohibition is not intended to, and it shall not apply to, temporary and moveable fixtures such as tents or stands that are located on the streets, roads, and rights-of-way during special events.

Section 12. Amendment of Ordinance

The provisions of this Ordinance may be amended upon the written request of a representative group of the owners of lodging businesses, with 40 rooms or more, located within the District. Such request shall specify the content of the desired amendment (or amendments). Such requests must also include the signatures of the owners of lodging businesses in the District, with 40 rooms or more, representing at least 60% of the annual assessment and the owners of at least 50% of the number of lodging businesses, with 40 rooms or more, in the District.

Section 13. Sunset Provision

(a) Within ninety (90) days after the adoption and approval of the fifth annual budget for the District, the City Council shall set a hearing to determine whether the District should be continued, modified, or terminated. After said hearing, the City Council may vote to continue, modify, or terminate the District.

(b) At least twenty (20) days before the hearing, notice of the date, place, and time of such hearing shall be posted in a least three (3) places within the District and mailed, along with a new District Plan, to the owner of each lodging business, with 40 rooms or more, who paid assessments to the District during the previous year as certified by the collector of such assessments. The new District Plan shall contain all of the following items:

(1) A description of the Supplemental Services to be provided in the District.

(2) A budget outlining the annual cost of the Supplemental Services described in subdivision (1).

(3) A description of the method which will be used to determine the amount of the Special Assessment to be levied on the owners of the lodging businesses located within the District to finance the Supplemental Services described in subdivision (1).

(4) The number of years, not to exceed five years that the Special Assessments described in subdivisions (3), will be levied.

(5) Copies of the articles of incorporation, bylaws, and any amendments thereto, of the Corporation designated by the District Plan to provide the Supplemental Services to the District.

(c) At this hearing, the District shall be terminated if the City Council is presented a petition objecting to the continuation of the District that is signed by the owners of lodging businesses, with 40 rooms or more, representing 60% of the proposed annual assessment, located within the District and the owners of at least 50% of the number of lodging businesses with 40 rooms or more, located within the District. The effective date of termination shall be at the end of the fiscal year next following the hearing.

BE IT FURTHER ORDAINED THAT this Ordinance shall be effective thirty (30) days from the date of its adoption as required by the Enabling Law; provided, however, that if the owners of lodging businesses, with 40 rooms or more, representing 60% of the proposed annual assessment located within the District, and the owners of at least 50% of the number of lodging businesses, with 40 rooms or more, located within the District, file written objections to the establishment of the District with the City Clerk of the City of Mobile, the provisions of this Ordinance shall be null and void and no District shall be created.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Nicholas Amberger

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Mayor to apply, accept and receive from the U.S. Department of Transportation (DOT), Rebuild Alabama Act Annual Program, grant assistance in the amount of $250,000.00 for the resurfacing of Brookdale Dr.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. RESOLUTION Rebuild Alabama Act

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 Transportation (DOT), Rebuild Alabama Act Annual Program, grant assistance in the amount of $250,000.00 in support of the FY 2024 Resurfacing of Brookdale Dr. N, W, & S. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Transportation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_FY25_USTA_MoH_01-03-25

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the United States Tennis Association (USTA), a grant in the amount of $111,000 for the installation of LED lighting and new mesh fencing at the 10 outdoor tennis courts at Medal of Honor Park. There is no match required for this grant.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Mobile MPO (SARPC). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_FY25_USTA_MTC_01-03-25 (1)

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the United States Tennis Association (USTA), a grant in the amount of $111,000 for the installation of asphalt overlay on sixteen courts at the Mobile Tennis Center. There is no match required for this grant.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Mobile MPO (SARPC). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2661 BETBEZE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8, and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2661 BETBEZE STREET** described as:

LOT 77 BLK OR DIV B MILLVILLE TRT DBK 121/512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 128

Last Assessed to: SWOPES BESSIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2661 BETBEZE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **SWOPES BESSIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 23 0 002 128
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2661 BETBEZE ST # A

Property Details

PARCEL KEYX	00766424	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Multi-Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE	57	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-26-24

Voted 4 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 2661 Betbeze Street **District No:** 1

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

Affidavit of Mailed Notice

MOBILE
ALABAMA

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 2661 Betbeze Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **2661 Betbeze Street** Date: October 30, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2024

Per the Title Report, the owner is: Fee simple is vested in Bessie Swopes, deceased and Wacinia L. Swopes.

Notes: By right of survivorship, Bessie Swopes is deceased as of 9/1/2020, so the title goes to Wacinia L. Swopes. Revenue Commission has Bessie Swopes as sole owner. There is no document removing Wacinia from the deed.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Wacinia L. Swopes 2661 Betbeze St Mobile AL 36607-1633	Owner – Subject/location address – Phone numbers are 251-447-6651, 251-447-4547 and 251-447-7135 good 2021 and 2023 – Also Revenue Commission mailing address
2	Wacinia L. Swopes 6951 Dickens Ferry Rd Apt 19 Mobile AL 36608-4463	LexisNexis address good 8/2024

TAX STATUS: 2023 TAXES ARE PAID AND 2024 TAXES DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Bessie Swopes, filed 8/8/2024, recorded 9/25/2024, instrument number 2024060258.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Wacinia L. Swopes
2661 Betbeze Street
Mobile, AL 36607-1633

December 12, 2024

RE: **2661 Betbeze Street**
Project Number: ME-114-24

Dear Wacinia L. Swopes:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2661 Betbeze Street.

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

LOT 77 BLK OR DIV B MILLVILLE TRT DBK 121/512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 128

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1220 SATCHEL STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1220 SATCHEL STREET** described as:

LOT 26 BLK 10 LAFARGUE PL SEC SUB DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 366.01

Last Assessed to: THOMPSON ERIN C/O ANDRETTA WILLIAMS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1220 SATCHEL STREET.** OWNED BY OR MAY HAVE AN INTEREST: **THOMPSON ERIN C/O ANDRETTA WILLIAMS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 013 366.01
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1220 SATCHELL ST

Property Details

PARCEL KEY	00667068	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-19-24

Notes 7 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 1220 Satchell Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

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JAN 28 2025

Affidavit of Mailed Notice

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 1220 Satchel Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1220 Satchel Street** Date: October 28, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 24, 2024

Per the Title Report, the owner is: Fee simple is vested in Erin Thompson

Notes: Erin Thompson inherited the property from deceased husband, Joe Thompson(DOD 4/17/1970) By heirship affidavit. Erin Thompson is deceased as of 7/12/1997. There is no estate found per title report and research. She had only one daughter, Anna B. Hannah aka Anna B. Broussard. Anna B Hannah is 83 years old. There is an in care of to Andretta Williams on behalf of Anna B. Hannah on the Revenue Commissioner's website. I listed her as she paid 2020 taxes. I listed a few relatives due to her age. There are also two tax liens. One is for the Mobile County Revenue Commission and the other is for Whitco REI LLC.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Anna B. Hannah Broussard 1220 Satchel St Mobile AL 36617-2706	Owner – LexisNexis address good 8/2022 – Phone numbers are 251-341-7225, 251-622-7656 good 2019 and 2024
2	Anna B. Hannah Broussard Jacqueline Buckley Andretta Thompson Williams 1218 Satchel St Mobile AL 36617-2706	LexisNexis address good 8/2024 – Jacqueline Buckley is daughter of Anna B. Hannah Broussard. Her phone number is 251-328-6462 good 2024
3	Andretta Thompson Williams PO Box 82113 Mobile AL 36689-2113	Paid 2020 taxes on behalf of Erin Thompson and listed as in care of from 2020 until 2024 on Revenue Commission website.

TAX STATUS: 2021, 2022 AND 2023 TAX LIENS

4	Mobile County Revenue Com Attn: Land Redemption 3925 Michael Blvd Ste G Mobile AL 36609	2021 Tax Lien sale – Reference Key number 667068.

5	Whitco REI LLC c/o Wayne White 4153 Aster Blvd Howell MI 48843-7541	2022 & 2023 Tax Lien sale – Reference Key number 667068 and Address 1220 Satchel Street Verified with Revenue Commission 10/28/2024. No Business entity information located on the Secretary of State of Alabama website.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Erin Thompson c/o Andretta Williams, filed 8/20/2024, recorded 9/25/2024, Instrument number 2024060282.

Lis Pendens – City of Mobile vs State of Alabama c/o Erin Thompson, filed 9/23/2019, recorded 9/30/2019, instrument number 2019057586.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Anna B. Hannah Broussard
1220 Satchel Street
Mobile, AL 36617-2706

December 12, 2024

RE: **1220 Satchell Street**
Project Number: ME-106-24

Dear Anna B. Hannah Broussard:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1220 Satchell Street.

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

LOT 26 BLK 10 LAFARGUE PL SEC SUB DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 366.01

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **315 BURTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 4, 5, 6, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **315 BURTON AVENUE** described as:

THAT PORTION OF LOT 21 ON W/S BURTON AVE DBK 94 NS P 482 DESC AS FOLL - BEG AT PT ON SE COR OF SD LOT 21 ON W/S OF BURTON AVE RUN TH W-LY 114 FT 7 INS TO PT TH RUN N-LY 50 FT TO PT TH RUN E-LY 114 FT 7 INS TO PT TH RUN S-LY ALG W/S OF BURTON AVE 50 FT TO PT OF BEG #SEC 18 T4S R1W #MP29 08 18 1 003

Parcel Number: 29 08 18 1 003 042.01

Last Assessed to: NGIRAILAB JOHN N & MOSES NGIRAILAB

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **315 BURTON AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **NGIRAILAB JOHN N & MOSES NGIRAILAB** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 1 003 042.01
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

315 BURTON AVE

Property Details

PARCEL KEY#	01454875	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE	56	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-26-24

Voted 4-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 315 Burton Avenue **District No:** 1

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

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JAN 28 2025

Affidavit of Mailed Notice

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 315 Burton Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **315 Burton Avenue** Date: October 31, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 30, 2024

Per the Title Report, the owner is: John N. Ngirailab and Moses Ngirailab

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	John N. Ngirailab Moses Ngirailab 315 Burton Ave Mobile AL 36607-2012	Owners – Location/subject address – LexisNexis address good 2023 – Phone numbers are 334-407-9742, 256-348-9552, 334-413-2595, 334-418-6998, 334-418-4932 good 2023 and 2024
2	John N. Ngirailab Moses Ngirailab 404 Brignola St Talladega AL 35160-2130	Revenue Commission mailing address good 2022 – 2024 – LexisNexis address good 9/2024
3	John N. Ngirailab Moses Ngirailab 915 Magnum Ave Selma AL 36701-4725	LexisNexis address good 4/2023
4	John N. Ngirailab 500 Grant St Daphne AL 36526-7208	LexisNexis address good 1/2023

TAX STATUS: 2023 TAXES ARE PAID CURRENT AND 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Lloyd J. Ammons, adopted 11/14/2019, recorded 3/9/2020, instrument number 2020014433.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs John N Ngirailab and Moses Ngirailab, filed 8/8/2024, recorded 9/25/2024, instrument number 2024060256.

Lis Pendens – City of Mobile vs Lloyd J. Ammons, filed 5/10/2017, recorded 5/16/2017, Bk 7509 Pg 1407.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

John N. Ngirailab
Moses Ngirailab
315 Burton Avenue
Mobile, AL 36607-2012

December 12, 2024

RE: **315 Burton Avenue**
Project Number: ME-116-24

Dear John N. Ngirailab and Moses Ngirailab:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 315 Burton Avenue.

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

THAT PORTION OF LOT 21 ON W/S BURTON AVE DBK 94 NS P 482 DESC AS FOLL - BEG AT PT ON SE COR OF SD LOT 21 ON W/S OF BURTON AVE RUN TH W-LY 114 FT 7 INS TO PT TH RUN N-LY 50 FT TO PT TH RUN E-LY 114 FT 7 INS TO PT TH RUN S-LY ALG W/S OF BURTON AVE 50 FT TO PT OF BEG #SEC 18 T4S R1W #MP29 08 18 1 003

Parcel Number: 29 08 18 1 003 042.01

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

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1910 EOLINE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1910 EOLINE STREET** described as:

LOT 12 BLK 5 REVISED FINAL PART MCDONALD BROS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 229

Last Assessed to: BARNES WINSTON B & ADRIANNE BARNES

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1910 EOLINE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BARNES WINSTON B & ADRIANNE BARNES** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 023 229
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1910 Eoline Street

Property Details			
Parcel Key	690292	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	08-19-24	Comments	

Property Score			
Score		Score Description	Demolition

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-21-24

NUIS ^NCE ABATEMENT INSPECTION CH^CKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 1910 Eoline Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

NO TRESPASSING
JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

Affidavit of Mailed Notice

MOBILE
ALABAMA

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 1910 Eoline Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1910 Eoline Street Date: October 23, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 23, 2024

Per the Title Report, the owner is: Winston B. Barnes and Adrianne Barnes Bumpers

Notes: Adrianne Barnes Bumpers is deceased as of 3/5/2006. Her only living heir is her daughter Janice Bumpers. I listed Jennifer Wilson, sister of both owners as a relative and Mikhail Wilson, also the nephew of both owners. They both paid property taxes multiple times. There is also homestead on this property. A Sheriff's Deed was issued on behalf of Navigator Credit Union in 2022.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Winston B. Barnes Janice Bumpers Jennifer Wilson Mikhail Wilson 1910 Eoline St Mobile AL 36617-3403	Owner – Location/subject address – Phone number is 251-509-6239, 757-488-0918 good 2024
2	Winston B. Barnes 111 Cypress Rd Portsmouth VA 23701-1025	LexisNexis address good 2/2024
3	Janice Bumpers Jennifer Wilson Mikhail Wilson 5089 Government Blvd Apt 428 Mobile AL 36693-5088	Daughter and heir of Adrianne Barnes Bumpers – LexisNexis address good 9/2024 – Phone number 251-487-5588 good 6/2024 – Jennifer Wilson is the sister of owners and paid multiple years of property taxes. Mikhail Wilson is nephew of owners and also paid multiple years of property taxes.

TAX STATUS: 2023 TAXES ARE CURRENT AND 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report:

4	OneMain Financial Services, Inc c/o Thomas Riley Wolfe 905 Bob Wallace Ave SW Huntsville AL 35801	OneMain Financial Services, Inc vs Winston B. Barnes, filed 8/16/2018, recorded 9/20/2018, Bk 7682 Pg 1137

5	Navigator Credit Union c/o Joseph Daniel Barlar, Jr. PO Box 3045 Mobile AL 36652	Navigator Credit Union vs Winston Barnes, filed 10/15/2019, recorded 12/20/2019, instrument number 2019074028 – Lis Pendens for Navigator Credit Union also filed 12/3/2021, recorded 12/20/2021, instrument number 2021083065. And Sheriff's Deed filed 1/24/2022, recorded 2/14/2022 instrument number 2022011458.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Winston B Barnes & Adrianne Barnes Bumpers, filed 8/19/2024, recorded 9/25/2024, instrument number 2024060266.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Winston B. Barnes
Janice Bumpers
Jennifer Wilson
Mikhail Wilson
1910 Eoline Street
Mobile, AL 36617-3403

December 12, 2024

RE: **1910 Eoline Street**
Project Number: ME-108-24

Dear Winston B. Barnes, Janice Bumpers, Jennifer Wilson, Mikhail Wilson:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1910 Eoline Street.

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

LOT 12 BLK 5 REVISED FINAL PART MCDONALD BROS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 229

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2002 GOOD STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 6, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2002 GOOD STREET** described as:

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

Parcel Number: 29 02 44 0 014 459

Last Assessed to: WILLIAMS JIMMIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

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

PARCEL NUMBER: 29 02 44 0 014 459
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2002 GOOD ST

Property Details

PARCEL KEYX	00673621	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRPOMISED	N
SURVEY DATE	2/1/2024	COMMENTS	

Property Score

SCORE ~~45~~ 65

SCORE DISCRIPTION Review Committee

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-19-24

Notes 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 2002 Good Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

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Affidavit of Mailed Notice

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 2002 Good Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **35** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **2002 Good Street** Date: November 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 23, 2024

Per the Title Report, the owner is: Fee simple title is vested in Lloyd C. Pauley and Annie Ree Pauley – Tax interest in Jimmie L. Williams

Notes: Please see summary included in paperwork.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owners 2002 Good St Mobile AL 36617-2820	Subject/Location address
2	Patrick Pauley Yolanda Pauley Courts 911 Burleigh Ave Dayton OH 45402-5208	Heir – Son of Bernice – Nephew of Annie – Phone number is 937-262-8680 good 6/2024 – LexisNexis address good 9/2024 – Yolanda is possibly incarcerated per LexisNexis
3	Patrick Pauley Alfred C Pauley Jr. Cheryl Pauley 137 Brooklyn Ave Dayton OH 45417-2236	LexisNexis address good 6/2024 Alfred is heir/son of Bernice and nephew of Annie – Alfred possible incarcerated per LexisNexis
4	Linda Darnelle Pauley 8921 Motter Ln Miamisburg OH 45342-5467	Heir – Daughter of Bernice – Niece of Annie – LexisNexis address good 10/2024 – Phone numbers are 937-823-5404, 937-293-7661 and 937-298-2193 good 2024
5	Linda Darnelle Pauley 2656 Creekwood Cir Apt 1 Moraine OH 45439-3285	LexisNexis address good 8/2024

6	Cheryl Pauley 4569 Lansmore Dr Apt 46-B Dayton OH 45415-3371	Heir – Daughter of Bernice – Niece of Annie – LexisNexis address good 9/2024 – Phone numbers are 832-805-0732, 937-262-8680 and 937-503-5542 good 3/2024
7	Amelia Pauley 5787 Kennedy Ave Apt 2 Cincinnati OH 45213-2145	Heir – Daughter of Bernice – Niece of Annie LexisNexis address good 6/2024 – Phone number is 513-673-0237 good 2017
8	Amelia Pauley PO Box 632 Monroe OH 45050-0632	LexisNexis address good 9/2024
9	Yolanda Pauley Courts 701 S Stanfield Rd Apt 110 Troy OH 45373-2349	Heir – Daughter of Bernice – Niece of Annie LexisNexis address good 6/2024 – Phone number is 937-234-3537 good 2024.
10	Lisa Pauley Johnson 9300 Concord Park Dr Montgomery AL 36117-9308	Heir – Daughter of Avalon – Niece of Annie LexisNexis address good 10/2024 – Phone numbers are 334-425-5189, 334-220-9452, 334-354-1959 and 334-233-8071 good 2024
11	Lisa Pauley Johnson 210 Old Orchard Rd Deatsville AL 36022-3186	LexisNexis address good 3/2024
12	Marilyn Pauley Ashby Pauley 2010 Clinton St Mobile AL 36617-2609	Heir – Daughter of Avalon – Niece of Annie Revenue Commission mailing address from 2002 to 2018. LexisNexis address good 9/2024 – Phone numbers are 251-591-7678, 251-402-5064 and 251-391-7001 good 2024 – Ashby Pauley paid 2015 – 2017 property taxes.
13	Sheila Pickens 610 Hark Ephriam Jr St Mobile AL 36610-2800	Heir – Daughter of Avalon – Niece of Annie LexisNexis address good 8/2024 – Phone numbers are 251-402-5064, 251-229-8756 and 334-473-8910 good 2024
14	Shirley Scruggs 157 O'Neal Rd Silas AL 36919-9507	Heir – Daughter of E.C. Causey, III – Niece of Annie – LexisNexis address good 10/2024 – Phone number is 251-843-5840 good 2024

15	Adella Powe Marcella Powe 2570 Shady Grove Rd Silas AL 36919-6334	Heirs – Daughters of E.C. Causey, III – Niece of Annie – LexisNexis address good 10/2024 – Phone numbers are 706-518-1813, 251-843-4697, 251-843-6357 and 251-843-2859 good 2024
16	Adella Powe Marcella Powe 150 Dan Rd Silas AL 36919-5646	LexisNexis address good 10/2024
17	Luther Causey 6600 Highway 43 Jackson AL 36545-5720	Heir – Son of E.C. Causey, III – Nephew of Annie LexisNexis address good 9/2024 – Phone numbers are 251-242-5341, 251-242-1576 and 251-242-7214 good 5/2024
18	Luther Causey 2445 Shady Grove Rd S Silas AL 36919-6341	LexisNexis address good 8/2024
19	Evelyn C Roscoe George Roscoe 190 Dr M L King Ave Millry AL 36558-4548	Heir – Sister of Annie – LexisNexis address good 8/2024 – Phone number is 251-846-2802 good 2024 – Listed her husband George
20	Evelyn C Roscoe George Roscoe PO Box 277 Millry AL 36558-0277	LexisNexis address good 8/2024

RELATIVE OF EVELYN C ROSCOE (79 YEARS OLD)

21	Evelyn C Roscoe c/o Tiffany Roscoe Jackson 519 Pierce St Saraland AL 36571-3244	Daughter of Evelyn C. Roscoe 79 years old. Phone number 251-846-2482 good 7/2024
22	Evelyn C Roscoe c/o Tiffany Roscoe Jackson 1905 Sam Wood Rd Millry AL 36558	LexisNexis address good 7/2024
23	Juanita Causey 69 College St Apt 18 Gilbertown AL 36908-5700	Heir – Sister-in-law of Annie – Widow of Monroe – Lexis Nexis address good 10/2024 – Phone numbers are 251-232-6096, 251-843-2494and 601-604-1405 good 2024

24	Angela Powe 2071 Shady Grove Rd Silas AL 36919-6196	Heir – Daughter of Monroe – Niece of Annie – LexisNexis address good 9/2024 – Phone number is 251-843-2587 good 2024
25	Kanitra Gilmore 390 Saint Pauls Rd Jackson AL 36545-4124	Heir – Daughter of Monroe – Niece of Annie – LexisNexis address good 9/2024 – Phone number is 251-387-1059 good 2024
26	Jewuanna Abston 770 County Road 619 Shubuta MS 39360-9369	Heir – Daughter of Monroe – Niece of Annie – LexisNexis address good 9/2024 – Phone numbers are 601-323-7018, 601-479-3966 and 601-479-6364 good 2024.
27	Sherron Causey 146 Pental Rd Silas AL 36919	Heir – Daughter of Monroe – Niece of Annie – LexisNexis address good 2018 – Phone number is 205-604-8293 and 334-643-8310 good 2024
28	Brenda Powe Johnson 185 Sable Rd Silas AL 36919-6494	Heir – Daughter of Monroe – Niece of Annie – LexisNexis address good 9/2024 – Phone number
29	Flora M Wright c/o Dickey Wright and Vickie Wright 4012 33rd St SW Lanett AL 36863-5802	Heir – Sister of Annie – LexisNexis address good 9/2024 – Phone numbers are 334-630-1263, 334-630-1174, 334-630-1059 – Listing daughter and son as she is 81 years old.
30	Flora M Wright c/o Vickie Wright 603 Crest Club Cir Apt 603 Valley AL 36854-5099	LexisNexis address good 9/2024
31	Amos Hill 875 Shady Grove Rd Silas AL 36919-6390	Heir – Son of Bessie Hill - Nephew of Annie – LexisNexis address good 9/2024 – Phone numbers are 251-300-9245, 251-295-5419 and 251-300-1771 good 2024
32	Tommy Ray Hill 110 E Broad St Apt B203 Tampa FL 33604-4132	Heir – Son of Bessie Hill - Nephew of Annie – LexisNexis address good 9/2024 – Phone numbers are 813-802-8102, 813-753-1586 and 813-760-2489 good 2024
33	Wesley Hill, Jr. 925 Eldorado Dr Birmingham AL 35235-1414	Heir – Son of Bessie Hill – Nephew of Annie – LexisNexis address good 8/2024 – Phone number is 334-782-4569 good 2024

34 Willie Hill
41 Starling Dr
Silas AL 36919-6314

Heir – Son of Bessie Hill – Nephew of Annie – LexisNexis address good 9/2024 – Phone numbers are 334-782-4569, 334-430-6483 good 2024

TAX STATUS: 2018 UNRECORDED TAX DEED – 2023 TAXES ARE PAID CURRENT AND 2024 DUE 12/31/2024

35 Jimmie Williams
2015 David Dr
Eight Mile AL 36613-3435

In 2020, Jimmie Williams applied to the State of Alabama for the tax deed. He received the tax deed for the 2018 tax sale and has paid the property taxes for 2020 through 2023. His tax deed is unrecorded but was provided by the Revenue Commission. Phone number 251-367-1556 good 2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Lloyd C Pauley & Annie Ree Pauley, filed 10/15/2015, recorded 3/31/2016, BK 7363 Pg 369

Lis Pendens – City of Mobile vs Jimmie Williams, filed 8/20/2024, recorded 9/25/2024, instrument number 2024060280

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Owners
2002 Good Street
Mobile, AL 36617-2820

December 12, 2024

RE: **2002 Good Street**
Project Number: ME-104-24

Dear Owners:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2002 Good Street.

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

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

Parcel Number: 29 02 44 0 014 459

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **401 LEXINGTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **401 LEXINGTON AVENUE** described as:

LOT 15 RESURVEY WILSON 9TH ADD DBK 156 P 119 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 265

Last Assessed to: CAMPBELL VICTOR E

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **401 LEXINGTON AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **CAMPBELL VICTOR E** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 265
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

401 LEXINGTON AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	08/29/2024	Comments	

Property Score			
Score	81	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-5-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 401 Lexington Avenue **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

Affidavit of Mailed Notice

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 401 Lexington Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 401 Lexington Avenue Date: October 29, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 28, 2024

Per the Title Report, the owner is: Fee simple title is vested in Victor E. Campbell

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Victor E. Campbell Linda Esters Campbell 401 Lexington Ave Mobile AL 36603-5154	Owner – Subject/location property – Lexisnexis address good 2023 – Phone numbers are 251-348-1728 and 251-604-9239 good 5/2024. Linda is his daughter. Mr. Campbell is 86 years old. Linda has paid the taxes from 2019 - 2023
2	Victor E. Campbell Linda Esters Campbell PO Box 40321 Mobile AL 36640-0321	Lexisnexis address good 8/2024 – Revenue Commission mailing address good 2019 - 2024
3	Victor E. Campbell Linda Esters Campbell 316 Siena Vista St Mobile AL 36607-2109	Lexisnexis address good 9/2024 – Residential/Homestead address per Revenue Commission website. Linda's phone number is 334-300-3872 and 251-479-4169 good 2024

TAX STATUS: 2023 TAXES ARE CURRENT AND 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Victor E. Campbell, filed 8/29/2024, recorded 9/25/2024, instrument number 2024060286.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Victor E. Campbell
Linda Esters Campbell
401 Lexington Avenue
Mobile, AL 36603-5154

December 12, 2024

RE: **401 Lexington Avenue**
Project Number: ME-117-24

Dear Victor E. Campbell and Linda Esters Campbell:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 401 Lexington Avenue.

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

LOT 15 RESURVEY WILSON 9TH ADD DBK 156 P 119 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 265

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: C.J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3211 VALLEY ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 3, 4, 5, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3211 VALLEY ROAD** described as:

LOT 18 UNRECORDED SUB RPBK 2476 P 879 MORE PART DESC AS FOLL FROM SW COR OF LOT 8 OF RIVERSIDE SUB MBK 3 P 296 RUN N ALG THE WEST LINE OF SAID LOT 8 514 FT TO POB TH RUN EAST & PAR TO NORTH LINE OF GILL RD 200 FT TO PT TH RUN NORTH & PAR TO VALLEY RD 75 FT TO PT TH RUN WEST & PAR TO GILL RD 200 FT TO PT TH RUN S ALG EAST LINE OF SAID LOT 8 75 FT TO POB #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel Number: 32 07 40 0 004 097.001

Last Assessed to: HENDON RODERICK FITZGERALD C/O LEE CRYSTAL SHANTA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3211 VALLEY ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **HENDON RODERICK FITZGERALD C/O LEE CRYSTAL SHANTA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 07 40 0 004 097.001
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

3211 VALLEY RD

Property Details

PARCEL KEYX	01997334	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/7/2024	COMMENTS	

Property Score

SCORE	63	SCORE DISCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 3211 Valley Road **District No:** 3

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☒2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

JAN 28 2025

JAN 28 2025

Affidavit of Mailed Notice

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 3211 Valley Road.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **11** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **3211 Valley Road** Date: November 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 6, 2024

Per the Title Report, the owner is: Fee simple is vested in Virgil Bertrand Rhodes and Rosemary Rhodes. Tax Sale Interest in Crystal Shanta Lee,

Notes: Fee simple owners Virgil and Rosemary obtained the property per warranty deed 6614-1921 on 12/10/2009. The mortgage from H&M Rentals to Americas EZ Mortgage was assigned to Virgil and Rosemary per instrument number 6412-1036. No release. Chadwick Griffon had an unrecorded tax deed per the Revenue Commission for unpaid taxes from 2014 tax year. He then quit claimed to Michael Griffon, Micheal Griffon quit claimed to Roderick Fitzgerald Hendon and then Roderick Fitzgerald Hendon quit claim tax interest to Crystal Shanta Lee. Virgil and Rosemary are still living but are age 70 years old. I listed their children per LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Virgil Bertrand Rhodes Rosemary Rhodes 3211 Valley Rd Mobile AL 36605-4145	Subject/location address
2	Virgil Bertrand Rhodes Rosemary Rhodes 8452 SW 90th Ave Ocala FL 34481-8195	Owners – Lexisnexis address good 10/2024 – Phone numbers are 828-781-4270, 251-609-2431, 251-767-1861 and 251-786-1333 good 2024

RELATIVES OF VIRGIL AND ROSEMARY RHODES

3	Alison Gentry 806 S Donnybrook Ave Tyler TX 75701-1719	Daughter of owners – LexisNexis address good 10/2024 – Phone number 903-279-5311 good 2024
4	Brian Rhodes PO Box 308 Hickory NC 28603-0308	Son of owners – LexisNexis address good 8/2024 – Phone number 225-205-2449 good 2024

5	Brian Rhodes 344 7th Ave NE Hickory NC 28601-3814	LexisNexis address good 10/2024

TAX STATUS: 2014 TAX SALE – UNRECORDED TAX DEEDS AND QUIT CLAIMS OF TAX INTEREST TO CRYSTAL SHANTA LEE

6	Crystal Shanta Lee 97 Apple Dr Frisco City AL 36445-3211	Tax Sale Interest owner per quit claim deed – Revenue Commission mailing address and quit claim deed address – Phone numbers per LexisNexis good 2022 and 2024 251-295-2272 and 251-222-8735.
7	Crystal Shanta Lee 211 Rain Dr Apt C3 Bay Minette AL 36507-2717	LexisNexis address good 8/2024
8	Crystal Shanta Lee 281 Dickman Rd Lot A3 Bay Minette AL 36507-2753	LexisNexis address good 9/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages

9	Americas EZ Mortgage, Inc 28851 N Main St Daphne AL 36526-7273	Unreleased Mortgage – LexisNexis address good 9/2024 – Phone number 251-625-2375 – Reference Key number 1997334 and physical address when sending notice.
10	Americas EZ Mortgage, Inc 6460 Van Buren St Daphne AL 36526-7568	LexisNexis address good 9/2024 – Secretary of State address – States dissolved in 2010. PH Gatlin listed as Registered Agent – verified address per zip code lookup
11	Patsy Hines Gatlin 28480 Bay Cliff Ln Daphne AL 36526-7162	Listed as Registered Agent for Americas EZ Mortgage, Inc. Phone numbers are 877-219-9600 and 251-377-8774 good 2024

Lis Pendens

Lis Pendens – City of Mobile vs Roderick Fitzgerald Hendon c/o Crystal Shanta Lee, filed 8/26/2024, recorded 9/25/2024, instrument number 2024060284.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Virgil Bertrand Rhodes
Rosemary Rhodes
3211 Valley Road
Mobile, AL 36605-4145

December 12, 2024

RE: **3211 Valley Road**
Project Number: ME-119-24

Dear Virgil Bertrand Rhodes and Rosemary Rhodes:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3211 Valley Road.

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

LOT 18 UNRECORDED SUB RPBK 2476 P 879 MORE PART DESC AS FOLL FROM SW COR OF LOT 8 OF RIVERSIDE SUB MBK 3 P 296 RUN N ALG THE WEST LINE OF SAID LOT 8 514 FT TO POB TH RUN EAST & PAR TO NORTH LINE OF GILL RD 200 FT TO PT TH RUN NORTH & PAR TO VALLEY RD 75 FT TO PT TH RUN WEST & PAR TO GILL RD 200 FT TO PT TH RUN S ALG EAST LINE OF SAID LOT 8 75 FT TO POB #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel Number: 32 07 40 0 004 097.001

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: C.J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **709 F/K/A 707 SOUTH CAROLINA STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **709 F/K/A 707 SOUTH CAROLINA STREET** described as:

LOT 1 SQUARE 7 SIMS 2ND ADDITION DBK 120 PAGE 486

Parcel Number: 29 10 37 0 003 059

Last Assessed to: DESTINYS PROPERTIES LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 27, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 4, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **709 F/K/A 707 SOUTH CAROLINA STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DESTINYS PROPERTIES LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 37 0 003 059
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

709 SOUTH CAROLINA ST

Property Details

PARCEL KEYX	00937142	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/1/2024	COMMENTS	

Property Score

SCORE	57	SCORE DISCRIPTION	Demo

Notes

Ic

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-5-24

Noted 561. For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/4/2024

Property Address: 709 f/k/a 707 South Carolina Street **District No:** 3

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

JAN 28 2025

Affidavit of Mailed Notice

MOBILE
ALABAMA

January 27, 2025

State of Alabama
County of Mobile

Subject Property – 709 f/k/a 707 South Carolina Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 709 AKA 707 South Carolina Street Date: October 8, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 4, 2024

Per the Title Report, the owner is: Destony's Properties, LLC

Notes: The vendor's lien grantor, Lula Reed Henderson, is 95 years old. I listed her daughters that have paid taxes in the past. She is an investor and has multiple properties.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Destiny's Properties, LLC 709 South Carolina St Mobile AL 36603	Owner per vendors lien deed – Subject/location address – Phone numbers are 251-317-1244, 251-332-5146, 251-643-3779, 251-458-0575 good 2024
2	Destiny's Properties, LLC 707 South Carolina St Mobile AL 36603	Secondary address per Municipal Enforcement
3	Destiny's Properties, LLC c/o Stacey Tucker 6235 Main St Apt 3071 Frisco TX 75034-3434	LexisNexis address and Revenue Commission mailing address good 5/2024
4	Destiny's Properties, LLC 1740 Woodland Hills Ct Semmes AL 36575-7404	Secretary of State of Alabama website mailing address and LexisNexis address good 2022.

TAX STATUS: 2023 TAX LIEN IN THE NAME OF REVENUE COMMISSION

5	Mobile County Revenue Commission c/o Land Redemption 3925 Michael Blvd Ste G Mobile AL 36609	2023 Lien did not sell so the Revenue Commission holds the lien. Reference the key number 937142 when sending notice.

Parties with recorded liens per Title Report: NONE

Open Mortgages

6	Lula Reed Henderson Sherryll Henderson Donna Henderson 1400 Stewart Ave Mobile AL 36605-4908	Owner and Vendors Lien Deed Grantor – LexisNexis address good 7/2024 – Phone numbers are 251-423-0020, 251-454-6865, 251-423-1421, 251-473-1235. Also listing her daughters that paid property taxes and due to Lula's age of 95 years old
7	Lula Reed Henderson c/o Sherryll Henderson PO Box 6963 Mobile AL 36660-0963	LexisNexis address for Sherryll Henderson – Good 8/2024 – Phone numbers for Sherryll are 251-605-3926, 251-252-2222 good 2024
8	Lula Reed Henderson c/o Sherryll Henderson 14895 Walking Horse Ln Spanish Fort AL 36527	LexisNexis address good 6/2024

Lis Pendens

Lis Pendens – City of Mobile vs Lula B Henderson, filed 9/23/2020, recorded 11/16/2020, instrument number 2020070040.

Lis Pendens – City of Mobile vs Destiny Properties, LLC, filed 8/6/2024, recorded 8/15/2024, instrument number 2024051897.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Destiny's Properties, LLC
709 South Carolina Street
Mobile, AL 36603

December 12, 2024

RE: **709 f/k/a 707 South Carolina Street**
Project Number: ME-090-24

Dear Owner:

On December 4, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 709 f/k/a 707 South Carolina Street.

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

LOT 1 SQUARE 7 SIMS 2ND ADDITION DBK 120 PAGE 486

Parcel Number: 29 10 37 0 003 059

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **January 26, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2025,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on February 4, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

CAPITAL CONTRACT SUMMARY SHEET

C#5276

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: **CIP Hope Community Center – Mechanical Improvements**

CAPITAL PROJECT #: **F537-001 (20002000-48010)**

CONTRACT AMOUNT: **$128,200.00** **DATE OF RECEIPT:** **1/30/2025**

ARCHITECTURAL ENGINEERING PROJECT #: **PR-072-23**

PROJECT DESCRIPTION: **The scope consist of the replacement of the existing mechanical equipment and controls.**

VENDOR NAME: **Goram Air Conditioning Company, INC**

VENDOR NUMBER: **74050**

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

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT (Director of REAM)**

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)

Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

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

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
****General Construction requires Change Order for 10% overages***.

Prepared by: Emma Dean – Office Assistant II Date: 01/29/2025

R E S O L U T I O N

2025

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

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

Name of Company:	Goram Air Conditioning Company, INC
Project Name:	CIP Hope Community Center - Mechanical Improvements
Project Number:	PR-072-23
Amount:	$128,200.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Hope Community Center – Mechanical Improvements

CAPITAL PROJECT #: F537-001 (20002000-48010)

CONTRACT AMOUNT: $128,200.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-072-23

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VENDOR NUMBER: 74050

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant II **Date:** 01/29/2025

01.08.2025
10:14AM
Dear Council Members:

Attached to this memo is an agreement between the Goram Air Conditioning Company and the City of Mobile, for the project titled “Hope Community Center - HVAC” in the amount of $128,200.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger
Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	

AIA® Document A101® – 2017

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

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

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

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

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

Goram Air Condition Company, Inc.
1252 Houston Street
Mobile, AL 36606

City of Mobile Business License Number: 195-350
Secretary of State Registration Number: 000-036-895

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

Hope Community Center – Mechanical Improvements
850 Edwards Street,
Mobile, AL 36610
PR-072-23
The scope of consist of the replacement of the existing mechanical equipment and controls.

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

R J Smith Mechanical Consulting, Inc
813 Downtowner Blvd., Suite B
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

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

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

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

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User Notes: (1517508463)

TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

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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 Sixty (60) 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)

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User Notes: (1517508463)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty-Eight Thousand Two Hundred Dollars and 00/100 ($ 120,200.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$108,200.00
Contingency Allowance:	$20,000.00
Total Bid:	$128,200.00
Alternate: (if none available put N/A)	NA
Total Contract Sum:	$128,200.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Twenty Thousand "and 00/100" ($ 20,000.00)

(Table deleted)

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 description	Type of unit ex. Sf, Lf, yard	

§ 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.

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User Notes:

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

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

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

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

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

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage
§ **5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ **5.1.7.1.1** The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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User Notes:
(1517508463)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

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

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

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

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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 Goram Air Conditioning Company, Inc has completed the contract for PR-072-23 Hope Community Center – Mechanical Improvements, 850 Edwards Street, Mobile, AL 36610. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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(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)

Darren Deas
1252 Houston Street, Mobile, AL 36606
darren@goramair.com

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

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

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

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

.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

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.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
D.	Damage to Rented Premises	$1,000,000 each occurrence

.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.

.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.

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

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

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

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

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

.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

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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

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

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

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§ 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
M1.0	HVAC Schedules, Details and Notes	11/19/2024
M2.0	HVAC Demolition Plan	11/19/2024
M3.0	HVAC New Work Plan	11/19/2024

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	11/19/2024
Section 01210	Allowances	11/19/2024
Section 01310	Project Management & Co-ordination	11/19/2024
Section 01320	Construction Progress Documentation	11/19/2024
Section 01330	Submittal Procedures	11/19/2024
Section 01635	Substitution Procedures	11/19/2024
Section 01700	Execution Requirements	11/19/2024
Section 01731	Cutting and Patching	11/19/2024
Section 01770	Close out Procedures	11/19/2024
Section 017839	Project Record Documents	11/19/2024
Section 017823	Operation and Maintenance Data	11/19/2024

.5 Addenda, if any:

Number	Date
Addendum No. 1	11/19/2024
Addendum No. 2	11/26/2024

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.

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(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
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

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

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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.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: ~~Goram Air~~ Conditioning Company, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

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

Darren Deas, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF At Larger

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as President of Goram Air Conditioning Company, 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 20 day of December, 20 24.

NOTARY PUBLIC
My Commission Expires: 4.14.25

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

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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, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, AL 36606, hereinafter called the Principal, and Hartford Casualty 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 One Hundred Twenty-Eight Thousand Two Hundred Dollars and 00/100 ($120,200.00) 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 _____, 2025 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 Hope Community Center – Mechanical Improvements (PR-072-23) 850 Edwards Street, Mobile, AL 36610, 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 20 day of December, 2025.

CONTRACTOR AS PRINCIPAL
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Darren Dios / Vice Pres

SURETY Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)
Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)
Name and Title: J. William Goodloe, III
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, AL 36606 , as Principal, and Hartford Casualty 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 One Hundred Twenty-Eight Thousand Two Hundred Dollars and 00/100 ($120,200.00) 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 _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Hope Community Center – Mechanical Improvements (PR-072-23) 850 Edwards Street, Mobile, AL 36610, 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 J. William Goodloe, III **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 _____, 2025

CONTRACTOR AS PRINCIPAL
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Darrenc Jacs / Vice President

SURETY
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
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call: **888-266-3488** *or fax:* **860-757-5835**

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- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goram Air Conditioning Company, Inc
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	PR-069-23
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 36 Female 4 Minority 12 Non-minority 28 SDVO _____ Total #of Employees 40

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas

Signature: _____ Date: 12/11/24

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: Darren Deas Title: Vice President

Email: Darren@goramair.com Phone: 251-476-5003

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Goram Air Conditioning Company, Inc Your Bid/Proposal Amount $_____ Date: 12/11/24

12 / 11 / 24 Description Harmon Community Center - Mechanical Improvements

Name of Bidder/Proposer: _____

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
NONE		All work will be self performed by Goram				

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc

Contact Person: Darren Deas Phone 251-476-5003 Email Darren Deas

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

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

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

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

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

Section 2(B)

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

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. This project is to install duct packages above the ceiling and will be self performed by Goram. There are no sub contractors that will be used.

Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
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 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2024

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
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No):
E-MAIL ADDRESS: CTout@higginbotham.com

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606

GORAAIR-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1280298773 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: $100,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine - BUILDERS RISK - Installation Floater Policy
Policy Number: A0160905002
NAIC# 23434
Carrier: Middlesex Insurance Company
Policy Term: 1/1/2024 - 1/1/2025
Limits: Any One Job Site: $350,000 At Any Location Other Than A Job Site: $100,000 Property In Transit: $25,000 Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the
See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GORAAIR-01

LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Higginbotham Insurance Agency, Inc.		Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
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

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project: Hope Community Center – Mechanical Improvements - 850 Edwards Street, Mobile, AL 36610 PR-072-23

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies include an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

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POLICY NUMBER: A0160905001

ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage
1252 Houston St
Mobile, AL 36606-1122

CA 20 48 10 13	Designated Insured For Covered Autos Liability Coverage
CA 04 44 10 13	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CA 76 01 06 15	Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage
CA 04 44 10 13	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
1252 Houston St
Mobile, AL 36606-1122

CA 76 01 06 15	Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage
CA 20 48 10 13	Designated Insured For Covered Autos Liability Coverage

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City of Mobile
PO Box 1827
Mobile, AL 36633

IL 70 60 08 15	Notice Of Cancellation To Others

Number of Days Notice 30

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. **Broadened Who Is An Insured**

   Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured:**

   d. **Employees As Insureds**

   Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

   e. **Newly Acquired Organizations**

   Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
   2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

   f. **For Any Covered "Auto":**

   Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

   This provision applies only if there is no similar insurance available to the entity described above.

2. **Additional Insured by Contract, Agreement or Permit**

   SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

   A. Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

   The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

   1. During the policy period, and
   2. After the execution of such written contract, and
   3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

   B. This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

   1. The person or organization is a Named Insured under such other insurance; and
   2. Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3. **Waiver of Transfer of Rights of Recovery**

   The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

   A. Under a written contract or agreement with such person(s) or organization(s), and

   B. Prior to the "accident" or the "loss."

4. **Broadened Supplementary Payments**

   Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

   A. Paragraph **2.a.(2)** is amended to pay up to $3,000 for cost of bail bonds; and

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B. Paragraph **2.a.(4)** is amended to pay for loss of earnings up to $500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion **B.3.a.** under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.

2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".

B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.

C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:

(1) $75,000

(2) The actual cash value of the hired "auto" at the time of the "loss"

(3) The cost of repairing or replacing the hired auto" with other property of like kind and quality

D. The following deductible provisions apply:

(1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.

E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the policy's Physical Damage Coverage; and

(2) Any:

(a) Overdue or any deferred lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage:**

A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations.

There must be evidence of forced entry for loss caused by theft.

B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.

C. The most we will pay for any one "loss" under this coverage extension is $2,000. No Physical Damage Coverage deductible applies to this coverage extension.

D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.

E. The coverage extension does not apply to the following property:

(1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;

(2) Tools;

(3) Jewelry, precious metals and loose gems;

(4) Money and securities; or

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(5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud:**

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

B. The following definition is added to **Section V - Definitions:**

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

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POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites as described in contracts Codes per the General Liability Declaration Page

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement; or
   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

   If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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POLICY NUMBER: A0160905004

DESIGNATED INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile
PO Box 1827
Mobile, AL 36633

The person or organization indicated above is included as an Additional Insured under the following endorsements:

IL 70 60 08 15 Notice Of Cancellation To Others
Number of Days Notice 30

ASI Alabama Self-Insured
worker's compensation fund
Sponsored by the Business Council of Alabama

Name: To Whom It May Concern

From: Alabama Self Insured Worker's Comp Fund
P. O. Box 59509, Birmingham, AL 35259
Phone: 1-888-515-1530 or 205-868-6900
Fax: 205-868-6909
Email Address: ChristinaT@ASIWCF.org
Visit our Website at www.ASIWCF.org

Subject: Waiver of Subrogation

As a Self -Insured Workers' Compensation Fund in Alabama we are not able to issue a Workers' Compensation policy and thus are not able to offer any of the Workers' Compensation endorsements. Below is the wording for Waivers of Subrogation requests, approved by our attorney, which can be added to a Certificate of Insurance issued by your office.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

Please let us know if you have any questions.

Thank you,

Underwriting
Alabama Self-Insured Worker's Compensation Fund

CAPITAL CONTRACT SUMMARY SHEET

C#5277

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: **CIP Lavretta Park - Playground, Court & Site Improvements**

CAPITAL PROJECT #: **C1004 (20002000-48010)**

CONTRACT AMOUNT: **$81,000.00** **DATE OF RECEIPT:** **1/30/2025**

ARCHITECTURAL ENGINEERING PROJECT #: **PR-012-25**

PROJECT DESCRIPTION: **Design Services for a new playground, court, parking, drainage, and other site improvements at Lavretta Park.**

VENDOR NAME: **WAS Design, Inc.**

VENDOR NUMBER: **293962**

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

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT** **(Director of REAM)**

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** ROW (Acquisitions)
Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ 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: 01/29/2025

R E S O L U T I O N

2025

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

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

Name of Company:	WAS Design Inc.
Project Name:	CIP Lavretta Park Playground, Court and Site Improvements
Project Number:	PR-012-25
Amount:	$81,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Lavretta Park - Playground, Court & Site Improvements

CAPITAL PROJECT #: C1004 (20002000-42200)

CONTRACT AMOUNT: $81,000.00 **DATE OF RECEIPT:** _____

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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:

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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:** 01/29/2025

01.28.2025
01:43PM
Dear Council Members:

Attached to this memo is an agreement between the WATKINS ACY STRUNK DESIGN INC and the City of Mobile, for the project titled "Lavretta Park Playground, Court and Site Improvements" in the amount of $81,000.00.

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:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

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

Lavretta Park – Playground, Court and Site Improvements
200 W. Parkway Drive
Mobile, Alabama 36608
PR-012-25
Scope: Professional design services for a new playground, improved drainage, parking and a new play court.

The Owner and Architect agree as follows.

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

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

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Standard Form of Agreement Between Owner and Architect

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

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

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

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

WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

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

Lavretta Park – Playground, Court and Site Improvements
200 W. Parkway Drive
Mobile, Alabama 36608
PR-012-25
Scope: Professional design services for a new playground, improved drainage, parking and a new play court.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Lavretta Park – Playground, Court and Site Improvements and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

As provided in the consultant's fee proposal dated 12/04/2024, respectively.

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

Design related services for the improvements at Lavretta Park

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

The estimated cost of construction at Lavretta Park is Nine Hundred Fifty Thousand and 00/100 Dollars ($950,000.00).

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

Init. /

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.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within sixty (60) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

TBD

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.2

(Paragraphs deleted)

Other, if any:

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

TBD

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

James Crowe, PLA
WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535
jcrowe@was-design.com
251-344-402

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

N/a

(Paragraphs deleted)

.2 Electrical Engineer:

N/A

.3 Surveyor:

N/A

(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's

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services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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

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

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

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

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

6. Endorsements:

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

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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User Notes: (1264010347)

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

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

§ **3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ **3.4.2** The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ **3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ **3.4.5** The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ **3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ **3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- **.1** procuring the reproduction of Bidding Documents.
- **.2** using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
- **.3** organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.5** participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

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

(Paragraphs deleted)

- **.5** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- **.6** Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- **.1** Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- **.2** (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work
- **.3** Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- **.4** One (1) inspections for any portion of the Work to determine final completion.
- **.5** Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 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.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Schematic Design:	$11,400.00
B. Design Development:	$15,200.00
C. Construction Documents:	$32,300.00
D. Bid/Negotiation Assistance:	$1,900.00
E. Construction Observation:	$15,200.00

Reimbursements:

A. Land Disturbance Permit:	$5,000.00

A. Total Contract Amount: (not to exceed) $81,000.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other

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(Describe the method of compensation)

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

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

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15 %)
Design Development Phase	twenty	percent (	20 %)
Construction Documents Phase	forty-three	percent (	43 %)
Procurement Phase	two	percent (	2 %)
Construction Phase	twenty		20 %)
Total Basic Compensation	one hundred	percent (	100 %)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit A

Employee or Category	Rate ($0.00)

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§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

a. Proposal for Architectural Services, Exhibit A
b. Insurance Requirements, Exhibit 1
c. Architect's E-Verify Documentation
d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

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

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

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ARTICLE 17 SEVERABILITY CLAUSE

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

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract-Consultant:
WAS Design, Inc.

ARCHITECT *(Signature)*

James Crowe, PLA
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared **James Crowe** as **Principal Landscape Architect** of **WAS Design, 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 Acknowledgement
Sworn to and subscribed for me this 6 day of Jan, 2025

Komalben N Patel
NOTARY PUBLIC
My Commission Expires: May 15, 2027

KOMALBEN N. PATEL
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

My Commission
Expires May 15, 2027

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12/4/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Lavretta Park Phase II Improvements

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES

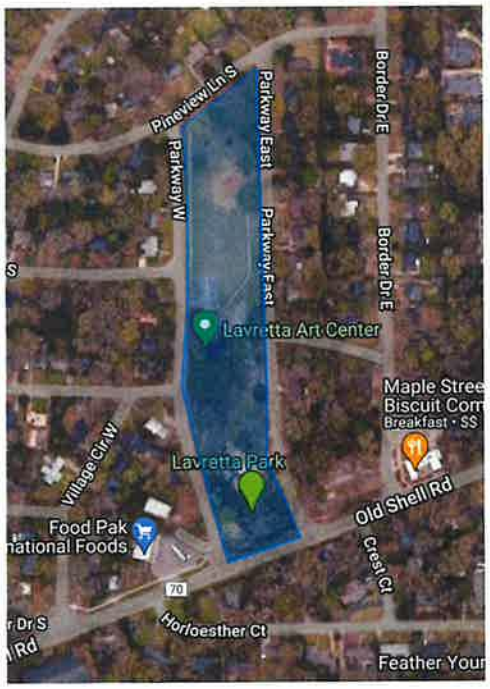

Figure 1: Project work area, Lavretta Park, Mobile

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is $950,000.00

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Basketball Court Plan**
2. **Playground Plan**
3. **Dog Park**
4. **Street Parking**
5. **Drainage Improvements**
6. **Hardscape/Furnishing/Amenity Plan**
7. **Planting Plan**
8. **Conceptual Grading and Drainage Plan**
9. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Hardscape Plan**
4. **Site Grading and Drainage Plan**
5. **Site Details**
6. **Construction Details**
7. **Landscape Plan**
8. **Irrigation Plan**
9. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;

7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
    a. Pre-Construction Conference after award of bid (on-site) with General Contractor
    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Architect, beyond what is detailed in Section F.
5. Approved increase in scope and cost of project exceeding $950,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Land Disturbance Permit	$5,000.00	Reimbursable
B	Schematic Design	$11,400.00	Fixed fee
C	Design Development	$15,200.00	Fixed fee
D	Construction Documents	$32,300.00	Fixed fee
E	Bid/Negotiation Assistance	$1,900.000	Fixed fee
F	Construction Observation	$15,200.000	Fixed fee
		$81,000.00	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	WAS DESIGN INC.
Address	256 WACKER LANE NORTH MOBILE, AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-012-25
Project Description	PLAYGROUND, BASKETBALL COURT & Site IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 5 Female 2 Minority ____ Non-minority ____ SDVO ____ Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE

Signature: James E. Crowe Date: 1-3-25

Title: VICE-PRESIDENT

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

Name: JAMES E. CROWE Title: VICE-PRESIDENT

Email: jcrowe@was-design.com Phone: 251-344-4023

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company WAS DESIGN INC. Your Bid/Proposal Amount $_____ Date: 1-3-25

_____/ _____/_____ Description LAVRETTA PARK PLAYGROUND, BASKETBALL COURT & SITE IMPROVEMENTS

Name of Bidder/Proposer: JAMES E. CROWE

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
NO SUB CONTRACTORS & other DISPLINES						
REQUIRED FOR THE PROPOSED SCOPE						
OF WORK						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WAS DESIGN INC.

Contact Person: JAMES E. CROWE Phone 251-344-9023 Email jcrowe@was-design.com

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

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

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

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

Section 2(B)

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

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

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

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

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-012-25 Current Date 01 / 14 / 25

Project Description Lavretta Park – Playground, Court and Site Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

I am requesting a waiver of DBE participation because this project will only require one trade to complete the design of the Lavretta Park – Playground, Court and Site Improvements. The single design trade proposed to be contracted will be a Landscape Architect of which there are not any listed DBE Landscape Architect's in this area or that had submitted to the City of Mobile's Request for Qualifications for Various Park projects. The landscape architect does not anticipate the need to contract with any sub-consultants for this project.

Cassie Boatwright
Requested By (Department Director)

Cassie Boatwright (Jan 14, 2025 09:11 CST)
(Signature) REAM Director **(Title)** 01/14/2025 **(Date)**

251-208-7628 **Telephone Number**
boatwright@cityofmobile.org **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd (Jan 14, 2025 09:42 CST)
(Signature) Supplier Diversity Manager **(Title)** 01/14/2025 **(Date)**

Approved By (CAO)

WAS Design, Inc.	
Entity ID Number	000-243-428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	$1,000
Capital Paid In	$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	01/22/2019
Director/Manager/Organizer Activity	WATKINS, L CHAD
Transaction Date	01/22/2019
Legal Name Changed From	Watkins Acy Strunk Design, Inc.
Transaction Date	01/22/2019
Principal Office Changed From	GULF SHORES, AL
Transaction Date	01/22/2019
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date	01/28/2019
Agent Mailing Address Changed From	* Added
Transaction Date	01/28/2019
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

E-Verify

Company ID Number: 616583

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Watkins Acy Strunk Design, Inc**	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watkins Acy Strunk Design, Inc
Company Facility Address:	218 North Alston Street
	Foley, AL 36535
Company Alternate Address:	218 North Alston Street
	Foley, AL 36535
County or Parish:	BALDWIN
Employer Identification Number:	203397512

E-Verify

Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

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

Name:	**Angel Cowan**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**acowan@was-design.com**		
Name:	**Troy R Strunk**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**tstrunk@was-design.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2025

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

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

PRODUCER
Ebert Agency, Inc.
222 W Laurel Ave
Foley AL 36535

CONTACT NAME:
PHONE (A/C, No, Ext): 251-943-2281 **FAX (A/C, No):** 251-943-3801
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto Owners Insurance	18988
INSURER B : Progressive Specialty Ins Co	32786
INSURER C : The Sheffield Fund	
INSURER D : ACE AMERICAN INSURANCE COMPANY	22667
INSURER E :	
INSURER F :	

INSURED WASDESI-01
WAS Design Inc
218 North Alston Street
Foley AL 36535

COVERAGES **CERTIFICATE NUMBER:** 294661502 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y	Y	984090424	7/18/2024	7/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	600-2024-15773-00 HDOG48955940	1/1/2025 1/1/2025	1/1/2026 1/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lavretta Park - Playground, Court and Site Improvements
PR-012-25
Additional Insured
City of Mobile is included as additional insured in respect to the General Liability, Auto and Umbrella. All policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.
Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto, Umbrella and Workers Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Dept
P O Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

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

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

PRODUCER
The Buckner Company of Colorado
6400 S. FIDDLERS GREEN CIRCLE, SUITE 950
Greenwood Village CO 80111

License#: 480397
WASDESI-01

CONTACT NAME: Kasey Heupel
PHONE (A/C, No, Ext): 13037563418 **FAX (A/C, No):**
E-MAIL ADDRESS: denver@buckner.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WAS Design, Inc.
218 N. Alston
Foley AL 36535

COVERAGES **CERTIFICATE NUMBER:** 644126844 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAEP000458241	9/20/2024	9/20/2025	General Aggregate Per Claim Deductible	3,000,000 3,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Lavretta Park - Playground, Court, and Site Improvements PR-012-25

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

R E S O L U T I O N

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 #3, 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 $117,013.00 wil be added to the original contract amount of $260,000.00 and Change Order # 1, of $17,042.54 and Change Order #2 of $151,342.61. 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 and Accessiability Upgrades

Project Number: PR-009-23

Amount: $117,013.00 (Additional Amount)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Westside Park- Parking & ADA Improvements

CAPITAL PROJECT #: C0790 (20002000-48010)

CONTRACT AMOUNT: $117,013.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-009-23

PROJECT DESCRIPTION: Providing and installing accessible sidewalks and parking to include ADA compliance

VENDOR NAME: Parten Smith, Inc.

VENDOR NUMBER: 296459

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

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Deputy Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: *Marilyn Bullard* – Fiscal Officer I **Date:** 01/30/2025

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESIBILITY UPGRADES
PROJECT LOCATION 1001 HITT RD., MOBILE, AL 36695
DISTRICT #: 6
PROJECT#: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, LLC
VENDOR #: 296459

The attached change order number one (1) to contract with Parten Smith, LLC dated 01.30.2025 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.

[**x**] 5. See attached Memo.

[ ] 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 01/30/2025

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH, INC. V# 296459

DISTRICT#: 6 Select Item.

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD+ Select option. $ 117,013.00 from Capital Project#/Title:

to contract# 5057.

Total amount of Change Order: $ 117,013.00

Current contract amount: $ 260,000.00

Revised contract amount: $ 545398.15

Comments: TO INCREASED THE CONTRACT SUM BY THE ABOVE AMOUNT FOR THE ADDITIONAL WORK NOT INCLUDED IN THE ORIGINAL CONTRACT.

Marilyn Bullard

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

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: 003

Date: January 29, 2025

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 $428,385.15, which included change order #001 in the amount of $17,042.54 and change order #002 in the amount of $151,342.61 Additional work to include:
Asphalt Overlay and Miscellaneous Striping - $117,013.00

The original Contract Sum was	$	260,000.00
The net change by previously authorized Change Orders	$	168,385.15
The Contract Sum prior to this Change Order was	$	428,385.15
The Contract Sum will be increased by this Change Order in the amount of	$	117,013.00
The new Contract Sum including this Change Order will be	$	545,398.15

The Contract Time will be increased by fifty-four (54) days.
The new date of Substantial Completion will be February 15, 2025

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	Parten Smith, Inc.	City of Mobile
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Chris Lieb	Robert Parten (Jan 30, 2025 10:17 CST)	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Chris Lieb, PE	Robert D. Parten, Sr., Vice-President	William S. Stimpson, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
30 January 2025		
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA4F)

LIEB ENGINEERING
COMPANY

1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, January 29, 2025

City of Mobile
Attn: Shannon McIntyre

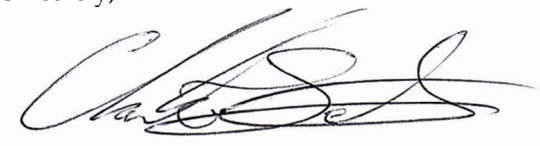
Re: Change Order #3 Letter – West Side Park Improvements

Shannon,

The submitted Change Order 03 from the contractor was for paving and striping the existing parking lot 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,



Christopher Jay Lieb, PE

Jubilee Construction Services
P.O. Box 2561
Mobile, AL 36652
251-219-7963
office@jcsal.com

Estimate

Date	01/17/2025
Estimate Expires	02/17/2025
Estimate #	JCS1982

Name / Address
DJ Parten Parten Smith Inc P O Box 189 St. Elmo, AL 36458

Project
Westside Park Rear Lot Overlay

Qty	Description	Rate	Amount
5,000	Asphalt Overlay : Approx 45,000 Sq Ft of existing parking overlay. 424-A, 3/4" Agg @ 220# per Syd of wearing surface.	19.65	98,250.00
1	Custom Service: Debris removal, Layout and paving prep	1,300.00	1,300.00
88	Layout and Stripe Parking Space	27.00	2,376.00
4	Layout and Stripe Handicap Parking Space	155.00	620.00
3	Layout and Stripe Directional Arrow	110.00	330.00
1	Mobilization	3,500.00	3,500.00
	TAX EXEMPT		

Total **$106,376.00**

Accepted By / Date: _____

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Shannon McIntyre
City of Mobile
205 Government Street
Mobile, AL 36602
shannon.mcintyre@cityofmobile.org

Monday, January 20, 2025

Change Order - 3				
Overlay and Stripe Back Parking Lot (Approx. 5000 sy of Asphalt, 88 Parking Spaces, 4 Handicap Parking Spaces and Directional Arrows)				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Asphalt Overlay and Miscellaneous Striping	1	LS	$ 106,376.00	$ 106,376.00
Parten Smith Mark-Up on Sub Cost (10%)	1	LS	$ 10,637.00	$ 10,637.00
		Subtotal		**$117,013.00**

Change order cost includes the cost of materials and labor for the requested changes to the back parking lot asphalt overlay and miscellaneous paint striping.

Cost does not include replacing approximately 20 concrete wheel stops. Parten Smith can replace the 20 concrete wheel stops for an additional $2,500.00.

Cost does not include any base material. If base material is needed, base material will be $107/ton and billed based on what is delivered to the site.

Please add 54 days to the contract.

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:

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:

Lana Pazenbaer

ASSISTANT City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Westside Park - Parking & ADA Improvements

CAPITAL PROJECT #: C0790 (20002000-48010)

CONTRACT AMOUNT: $260,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-009-23

PROJECT DESCRIPTION: Providing and installing accessible sidewalks and parking to include ADA compliance.

VENDOR NAME: Parten Smith, Inc.

VENDOR NUMBER: 296459

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

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

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

AIA® Document A101® – 2017

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

AGREEMENT made as of the 27th August 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.

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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

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)

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User Notes:

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
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

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

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1: 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

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User Notes:
(1798714997)

Unit Price #4: Demolition of one (1) cy existing asphalt. Include labor, equipment, and haul off.	CY	$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;

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.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:

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

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

a.) Contractor's Release or Waiver of Liens

b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;

•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);

•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);

•Any additional close out requirements per the contract documents; and

•Notarized Affidavit of Notice of Completion advertisement from publisher.

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that 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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(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;

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

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

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

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

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

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

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

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

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

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

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

.6 Such comprehensive policy shall include the following:

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

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.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.

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.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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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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(1798714997)

Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

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

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.

Owner: City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract:
Contractor: Parten Smith, Inc.

CONTRACTOR *(By Signature)*

Robert D. Parten, Sr., Vice President
(Printed name and title)

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION ENDURING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

ATTEST:

Lana Pafenbach
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 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.

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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User Notes:
(1798714997)

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: B/Parten SI

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

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)

Name and Title: RD Parten SR

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

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

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

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

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

1-IONA-3592-NA-04, 7/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Parten Smith, Inc.
Address	P.O. Box 189 St. Elmo, AL. 36568
Telephone	251-957-1555
E-Mail	doug@psinc.biz

RFP/RFQ Solicitation Number	PR-009-23
Project Description	West side 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.

Signature: [signature] Date: 7-10-2024

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Parten 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. Parten, 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. W	12%	NO	
Bayou Concrete	228-868-4853	Concrete Supplier			NO	
Evans and Company	251-633-6008	BMP Supplier / Wire Supplier	3,675. W	2%	Yes	
Bennett Construction	251-423-7764	curb and sidewalks	33,000. W	14%	Yes	
Jubilee Construction Services	251-219-7963	Asphalt	34,000. W	14%	NO	
Southern Fabrications	251-259-1118	Handrail Fabrication (ALT. 1)				

4/5/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Robert D. Parten Sr.

Contact Person: Carl Henke Phone 251-957-1555 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.

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

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

Section 2(B)

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

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

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

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

_____

_____

Alabama Secretary of State

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	
Purchase Document Copies	
Document Date / Type / Pages	10/29/2013 Certificate of Formation 4 pgs.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

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

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2024

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 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:

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 :	

INSURED
Parten Smith, Inc.
8765 Beverly Rd. Extension
Irvington, AL 36544

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liabilit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	ATN2418203	2/22/2024	2/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	5529460100	5/21/2024	5/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	BTN2411230	2/22/2024	2/22/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	001-2024-34989-00	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
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

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PR-009-23 Change Order #3

Final Audit Report 2025-01-30

Created:	2025-01-30
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd8SR5rUQtL57cK980lEA4r8Ta3wCPV8c

"PR-009-23 Change Order #3" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-01-30 - 3:36:48 PM GMT- IP address: 76.8.254.3

Document emailed to Chris Lieb (clieb@liebengineering.com) for signature
2025-01-30 - 3:42:00 PM GMT

Email viewed by Chris Lieb (clieb@liebengineering.com)
2025-01-30 - 3:49:16 PM GMT- IP address: 162.193.208.13

Document e-signed by Chris Lieb (clieb@liebengineering.com)
Signature Date: 2025-01-30 - 3:50:27 PM GMT - Time Source: server- IP address: 162.193.208.13

Document emailed to Robert Parten (dougp@psinc.biz) for signature
2025-01-30 - 3:50:48 PM GMT

Email viewed by Robert Parten (dougp@psinc.biz)
2025-01-30 - 4:16:24 PM GMT- IP address: 140.248.30.0

Document e-signed by Robert Parten (dougp@psinc.biz)
Signature Date: 2025-01-30 - 4:17:01 PM GMT - Time Source: server- IP address: 140.248.30.12

Agreement completed.
2025-01-30 - 4:17:01 PM GMT

CAPITAL CONTRACT SUMMARY SHEET

C0964 Langan Lake Dredging

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Stimpson, Mayor
Gina Gregory, Councilmember

Purpose and Scope of Project:
This cooperative agreement provides funding from the Alabama Department of Environmental Management (ADEM) for redevelopment and modernization of existing drainage features within Langan Park to handle stormwater volumes by implementing low impact development (LID) and green infrastructure practices that mimic methods that are more natural to treating and infiltrating stormwater. This will contribute additional funds to City Project No. 2021-2045-01, which is scheduled to begin construction this spring. These practices will help reduce organic enrichment and increase dissolved oxygen to Three Mile Creek. This funding from ADEM is specifically earmarked for this type of LID project, and our design to modernize and increase the safety this open concrete ditch feature that flows through the park fits the goals of the ADEM program.

Amount of Contract:
$711,900

Funding Source
State of Alabama/ADEM

ATTACHMENTS:
1. 3MC Initial Contract Packet - City of Mobile (FY22)
2. LID Resolution updated

REVIEWERS:
Jennifer Greene
Nicholas Amberger

Randy Threadgill
Tiffany Hollins
Chris Kern
James Barber

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

January 6, 2025

Ms. Jennifer Greene
City of Mobile
C/O: Programs and Project Management Dept.
205 Government Street
2nd Floor
Mobile, AL 36644

RE: Cooperative Agreement for the Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project (FY22)

Dear Ms. Greene:

Enclosed you will find two (2) copies of a Cooperative Agreement between the Alabama Department of Environmental Management (ADEM) and Auburn University. The Cooperative Agreement will provide funding for the Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project. Please sign both copies of the Cooperative Agreement and return them to the Department.

ADEM: Nonpoint Source Unit/Office of External Affairs
ATTN: Shannon McGlynn
Post Office Box 301463
Montgomery, Alabama 36130-1463

If you have any questions, feel free to contact Shannon McGlynn by phone at (334) 274-4196 or by e-mail at smcglynn@adem.alabama.gov.

Sincerely,

M. Lynn Battle, Chief
Office of External Affairs

Enclosures: Cooperative Agreements (2)
Attachment A
Attachment B
Project Workplan

MLB/slm

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

COOPERATIVE AGREEMENT BETWEEN
CITY OF MOBILE
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between City of Mobile, UEI#QV8KPHH9J8A3 (Subrecipient) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency (hereafter called "EPA"). This Agreement will provide for the redevelopment and modernization of existing drainage features within Langan Park to handle storm water volumes by implementing low impact development and green infrastructure practices that mimic methods that are more natural to treating and infiltrating stormwater. These practices will help reduce organic enrichment and increase dissolved oxygen to Threemile Creek.

The parties hereto agree as follows:

1. Scope of Services

The Subrecipient will provide services as set out in the Scope of Services, which is included with this Agreement as Attachments A & B, which are incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Subrecipient an amount not to exceed $711,900.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Subrecipient shall submit an invoice not more than once per month to the Department for the actual cost incurred. The Subrecipient shall submit the invoice statements itemizing the expenditure. The final invoice shall be submitted within sixty (60) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value of less than $1,000.00, one quote or attempt at a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from $3,000.00 to $7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amendment.

D. The Subrecipient agrees to provide a minimum of $474,600.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The Subrecipient shall submit with the invoice statements itemizing the expenditure on those matching funds.

2. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate in two (2) years from the date of execution. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the EPA and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made.

If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the agreement in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

3. Termination of Agreement for Cause

If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Subrecipient shall, at the option of the Department, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

4. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Subrecipient may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Subrecipient shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Subrecipient shall be paid for all work satisfactorily completed prior to termination.

5. Changes

The Department may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any increases or decreases in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Department and the Subrecipient shall be incorporated in written amendments to this Agreement.

6. Title VI and Equal Employment Opportunity

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the EPA issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall insert a similar provision in all subcontracts for services covered by this Agreement.

7. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464623 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Subrecipient.

15. Audits and Access to Records

The Subrecipient agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements, the Subrecipient shall provide the Department with a copy of its audit report covering the period of this agreement within thirty (30) days of receipt by the Subrecipient of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interviewing and having discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Subrecipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Subrecipient Not Entitled to Merit System Benefits

In the case of Non-State Agencies, under no circumstances shall the Subrecipient or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the

payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

City of Mobile acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and City of Mobile shall not begin performing work under this agreement until notified to do so by the Alabama Department of Environmental Management. City of Mobile is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

"By signing this agreement, 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. Prohibition against Boycotting by Subrecipients

In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Subrecipient certifies to the best of its knowledge and belief that it and the principles are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this agreement may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Economic Boycott Act 2023-409

In compliance with Act 2023-409, by signing this contract, Contractor provides written verification that the Contractor, without violating controlling law or regulation, does not and will not, during the term of this contract engage in economic boycotts as the term "economic boycott" is defined in Section 41-16-160, Code of Alabama 1975.

City of Mobile

By: _____
William S. Stimpson
Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement on this the_____
Day of _____ 202__.

Attachment A
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	Auburn University
(ii.)	Subrecipient's unique entity identifier	UEI #DMQNDJDHTDG4
(iii.)	Federal Award Identification Number (FAIN);	BG96464622
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	10/27/2020
(v.)	Subaward Period of Performance Start and End Date;	Two (2) years from the date of execution of the cooperative agreement.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$711,900.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$711,900.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$711,900.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Performance Partnership Grant (PPG)
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Environmental Protection Agency (EPA), Alabama Department of Environmental Management, Lynn Battle, Chief Office of External Affairs MLB@adem.alabama.gov (334) 394-4354
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 66.605 - Performance Partnership Grant (PPG); PPG total Federal Award issued to ADEM, which is registered in SAM with the DUNS number 958550576, is $25,864,183.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the PPG is 37.44%. The de miminus rate is not charged.

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

COOPERATIVE AGREEMENT BETWEEN
CITY OF MOBILE
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between City of Mobile, UEI#QV8KPHH9J8A3 (Subrecipient) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency (hereafter called "EPA"). This Agreement will provide for the redevelopment and modernization of existing drainage features within Langan Park to handle storm water volumes by implementing low impact development and green infrastructure practices that mimic methods that are more natural to treating and infiltrating stormwater. These practices will help reduce organic enrichment and increase dissolved oxygen to Threemile Creek.

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B. The Subrecipient shall submit an invoice not more than once per month to the Department for the actual cost incurred. The Subrecipient shall submit the invoice statements itemizing the expenditure. The final invoice shall be submitted within sixty (60) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value of less than $1,000.00, one quote or attempt at a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from $3,000.00 to $7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amendment.

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5. Changes

The Department may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any increases or decreases in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Department and the Subrecipient shall be incorporated in written amendments to this Agreement.

6. Title VI and Equal Employment Opportunity

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the EPA issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall insert a similar provision in all subcontracts for services covered by this Agreement.

7. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464623 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Subrecipient.

15. Audits and Access to Records

The Subrecipient agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements, the Subrecipient shall provide the Department with a copy of its audit report covering the period of this agreement within thirty (30) days of receipt by the Subrecipient of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interviewing and having discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Subrecipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Subrecipient Not Entitled to Merit System Benefits

In the case of Non-State Agencies, under no circumstances shall the Subrecipient or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the

payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

City of Mobile acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and City of Mobile shall not begin performing work under this agreement until notified to do so by the Alabama Department of Environmental Management. City of Mobile is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

"By signing this agreement, 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. Prohibition against Boycotting by Subrecipients

In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Subrecipient certifies to the best of its knowledge and belief that it and the principles are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this agreement may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Economic Boycott Act 2023-409

In compliance with Act 2023-409, by signing this contract, Contractor provides written verification that the Contractor, without violating controlling law or regulation, does not and will not, during the term of this contract engage in economic boycotts as the term "economic boycott" is defined in Section 41-16-160, Code of Alabama 1975.

City of Mobile

By: _____
William S. Stimpson
Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement on this the_____
Day of _____ 202__.

Attachment A
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	Auburn University
(ii.)	Subrecipient's unique entity identifier	UEI #DMQNDJDHTDG4
(iii.)	Federal Award Identification Number (FAIN);	BG96464622
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	10/27/2020
(v.)	Subaward Period of Performance Start and End Date;	Two (2) years from the date of execution of the cooperative agreement.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$711,900.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$711,900.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$711,900.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Performance Partnership Grant (PPG)
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Environmental Protection Agency (EPA), Alabama Department of Environmental Management, Lynn Battle, Chief Office of External Affairs MLB@adem.alabama.gov (334) 394-4354
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 66.605 - Performance Partnership Grant (PPG); PPG total Federal Award issued to ADEM, which is registered in SAM with the DUNS number 958550576, is $25,864,183.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the PPG is 37.44%. The de miminus rate is not charged.

ATTACHMENT B
SCOPE OF SERVICES

U.S. Environmental Protection Agency Clean Water Act Section 319 (h)
Watershed Implementation Funds thru the Performance Partnership Grant (PPG)
Alabama Nonpoint Source Management Program

FY2022 - Watershed Project Workplan: Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project

Overview:
Upon the effective date of requisite state government approval and notification by the Alabama Department of Environmental Management (Department), City of Mobile (Subrecipient), agrees to effectively and expeditiously facilitate and assure compliance with all applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement, the Federal Award, and any attachments.

The Department's project coordinator for the above listed project is Shannon McGlynn, Nonpoint Source (NPS) Unit. The project coordinator can be reach at (334) 274-4196. All reports and other draft submissions should be submitted electronically to smcglynn@adem.alabama.gov. A certification statement regarding truth and accuracy as well as an original signature should be submitted with each invoice. Invoices with supporting documentation should be mailed to:

Shannon McGlynn,
Nonpoint Source (NPS) Unit
Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130-1463

General Terms and Conditions

A. The Subrecipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/grants/grant-terms-and-conditions

These terms and conditions are in addition to the assurances and certifications made as a part of the Agreement and the terms, conditions, or restrictions cited throughout the agreement.

The Code of Federal Regulations (CFR) is a collection of general and permanent rules created by the executive agencies and departments of the Federal government. Federal regulations are the enforceable rules behind the acts that are passed into law by Congress. The EPA has adopted the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities guidance, which is commonly known as the Uniform Grant Guidance (UGG) (2 CFR 200 and 2 CFR 1500).

B. The Subrecipient agrees to comply with cross-cutting public policy requirements applicable to federal grants. The term public policy indicates that the requirement is based on social, economic, or other objectives or considerations that may be attached to the expenditure of federal funds by grantees, consortium participants, and Contractors, in general, or may relate to the expenditure of federal funds for research or other specified activities.

EPA cross-cutting public policy requirements include but are not limited to:

- Common EPA Public Policy Requirements - https://www.epa.gov/grants/public-policy-requirements#common-epa
- Construction-Related Requirements - https://www.epa.gov/grants/public-policy-requirements#construction-related
- Use of Disadvantaged Business Enterprises for procurement activities under assistance agreements, contained in 40 CFR, Part 33 - https://www.epa.gov/grants/public-policy-requirements#use-disadvantaged

C. The Subrecipient agrees to comply with EPA public awareness terms and conditions - https://www.epa.gov/grants/grant-terms-and-conditions#public

D. The Subrecipient is aware they are subject to the same requirements as those that apply to the Department's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:
   - Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
   - Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
   - Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
   - EPA's prohibition on paying management fees as set forth in General Condition of the passthrough entity's agreement with EPA entitled "Management Fees."
   - The Procurement Standards in 2 CFR Part 200 including those requiring competition when the Subrecipient acquires goods and services from Contractors (including consultants). EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific, and EPA encourages pass-through entities to review the terms of their Agreement carefully and consult with the assigned project coordinator for advice if necessary.

E. Requirement for System for Award Management (SAM) - The Subrecipient must maintain the information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Subrecipient reviews and updates the information **at least annually** after the initial registration, and more frequently if required by changes in the information Additional information about registration procedures may be found at the System Award Management (SAM) Internet site: https://www.sam.gov/SAM/.

F. EPA has developed numerous policies and guidance to ensure effective grants management, including EPA Orders, Subrecipient /Applicant Information Notices (RAIN), Grants Policy Issuances (GPI), Best Practices, and other guidance documents. These policies and guidance cover topics related to particular Subrecipient's, programs, activities or overall streamlining efforts. The Subrecipient can find EPA grant policies and guidance at https://www.epa.gov/grants/epa-grants-policy-resources.

Nationally Consistent Programmatic § 319 Grant Conditions from the PPG Assistance Agreement

1. Reporting Requirements
   The Subrecipient agrees to comply with all reporting requirements required by EPA regulation 2 CFR 200, Section (§) 319(h) (10) and **§** (11) of the Clean Water Act, and by the Nonpoint Source Program and Grants Guidelines for States and Territories (2013). Failure to comply with the above referenced reporting requirements may result in a disruption of grantee funding and/or early termination of the agreement in accordance with 2 CFR 200.

2. Project Reports
   The Subrecipient agrees to submit reports for all projects identified in the approved work plan, including those performed by the Subrecipient, Contractors, and through interagency agreements. Reports shall include a comparison of actual accomplishments to the outputs (deliverables)/outcomes (measures of success) established in the workplan for that period, the reasons for slippage if those outputs/outcomes could not be met, and any other pertinent information such as cost overruns.

   Subrecipient agrees to inform the project coordinator as soon as problems, delays, or adverse conditions arise which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan to ensure proper EPA notification is completed.

   A final project report is due to the project coordinator within **90 days** after the end of the Agreement Project Period. The report must describe project activities and identify and discuss the extent to which project goals have been achieved, and the amount of funds spent on the project. The report should emphasize successes, failures, lessons learned, load reduction data, and should include any available water quality and habitat data demonstrating project results.

3. GRTS
   The Subrecipient will report BMP and load reduction data as projects are implemented. At a minimum, the BMP and load reduction data will be reported by February 15th of each year for projects implementing BMPs in the previous fiscal year.

4. Quality Assurance
The Subrecipient agrees to continue to implement and adhere to its EPA-approved Quality Management Plan (QMP) in accordance with EPA QA/R-2, EPA Requirements for Quality Management Plans. If not included under the approved QMP, a stand-alone QAPP is required for those projects/activities that result in the collection and/or generation of environmental information, metrics, or data. The Subrecipient agrees to ensure that an approved site specific QAPP is completed for each project. The QAPPs will be reviewed and approved by the Subrecipient prior to the reimbursement for collection of any environmental information or data. A copy of the approved QAPPs must be retained with the Subrecipient's official records for this Agreement.

5. STORET Data Reporting
The Subrecipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a §319 project, into EPA's "storage and retrieval" (STORET) data system. All water quality data generated with §319 funding, either directly or by sub-award, are required to be transmitted into the STORET data warehouse using either the Water Quality Exchange (WQX) or WQXweb.

6. Sufficient Progress
EPA may terminate the assistance agreement for failure of the Subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. In determining sufficient progress, EPA may also consider the rate of expenditure of funds (unliquidated obligations), as well as the findings from the most recent performance and progress determination.

7. Watershed-based Plans
Upon request, the Subrecipient shall provide a copy of any available information regarding the status of implementation activities and results, including but not limited to any reports on BMPs implemented; federal funds expended; contributions of funds by other sources to assist in implementation of the watershed-based plans (to the extent this information is readily available to the State); results achieved; and other relevant and appropriate information to ensure watershed based plans can be updated.

8. Operation and Maintenance
The Subrecipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Subrecipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the Subrecipient.

9. Maintenance of Effort/ Required Non-Federal Match
Expenditures for Nonpoint Source (NPS) implementation activities must meet the maintenance of effort (MOE) level required under §319(h) (9) of the Clean Water Act. A 40 percent Non-Federal program match is also required.

10. Limitation on Administrative Costs
In accordance with § 319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

11. Permits
The Subrecipient agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state, or local laws. The subgrantee's project implementation plan must identify permits that may be needed to complete work plan activities. The Subrecipient must keep documentation regarding necessary permits in the project file. EPA and Department approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity.

12. State Grant Cybersecurity Condition
(a) The Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements. (b) (1) EPA must ensure that any connections between

the Subrecipient's network or information system and EPA networks used by the Subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Subrecipient agrees to contact the EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The Subrecipient agrees that any subawards it makes under this agreement will require the Subrecipient to comply with the requirements in (b)(1) if the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The Subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during Subrecipient monitoring deemed necessary by the Subrecipient under 2 CFR 200.331(d), by inquiring whether the Subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the Recipient to contact the EPA Project Officer on behalf of a Subrecipient or to be involved in the negotiation of an Interconnection.

13. Geospatial Data Standards
In accordance with OMB Circular A-16 and Chief Information Office Policy Transmittal 05-002, all geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at https://www.fgdc.gov/.

Workplan Specific § 319 Conditions

a. The Subrecipient will abide by the EPA/ADEM, submitted for review, **FY2022 - Watershed Project Workplan: Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project (Project Workplan)** for the duration of the Agreement. The Subrecipient must obtain prior permission from the Department to modify, revise, and/or amend, in part or in whole, any component of the Project Workplan for the duration for the Agreement.

b. Both the Subrecipient and its subawardee(s) receiving CWA Section 319(h) funds awarded through the PPG grant must comply with applicable federal laws, regulations, rules, OMB circulars, and applicable CWA Section 319(h) grant guidelines. It is the responsibility of the Subrecipient to ensure that its subawardees(s) are made aware of these regulations and that subawardee(s) efforts comply with them.

c. The Subrecipient will not expend any funds awarded through the grant other than for purposes presented in a Department approved Project Workplan and budget. The Subrecipient agrees to communicate and work closely with the project coordinator for the duration of the Agreement to mutually ascertain whether Project Workplan implementation activities and costs are eligible, necessary, and reasonable.

d. All charges and utilization of funds awarded to the Subrecipient must be well documented. The Subrecipient agrees to closely communicate with the project coordinator to proactively mitigate nonfederal grant match eligibility concerns or issues for the duration of the Agreement.

e. The Subrecipient will assure that all Project Workplan activities and costs charged are allowable (conforms to 40 CFR part 30; 2 CFR 200; 2 CFR 1500). All expenses must be eligible, necessary, and reasonable for performing the task described in the Project Workplan.

f. The Subrecipient will assure that nonfederal match is eligible. All sources and total amounts of real dollar or in-kind Non-Federal match must be well documented and made available for review and disclosure upon request by EPA and Department for the duration of the Project Workplan. If a Subrecipient's subawardee will provide a portion of the Subrecipient's Non-Federal match, the Subrecipient will assure that the subawardee tracks and maintains adequate records with respect to that portion.

g. The Subrecipient agrees to not apply expended nonfederal budget match (real or in-kind) for this project prior to or after the Agreement begin and end dates, respectively. Costs must be incurred during the period of performance of the Agreement.

h. The Subrecipient agrees to comply with the following EPA CWA Section 319(h) grant guidelines:
   - http://www.adem.state.al.us/programs/water/nps/319grant.cnt

- http://water.epa.gov/polwaste/nps/cwact.cfm

i. The Subrecipient agrees that all applicable grant-funded Workplan Project data, information, reports, and financial records will be maintained by the Subrecipient and made available for review and disclosure upon reasonable request by the Department for a minimum of three (3) years (Ref. 40 CFR 31.42; 40 CFR 31.50) following the submittal of the overall PPG Federal Award final financial report date of **December 30, 2026**. The project will begin on the date of signature of the Agreement and the project end date may not coincide with the PPG Federal Award expiration date, **September 30, 2026**.

j. The implementation duration of this Project Workplan will not exceed the Agreement expiration date unless prior approval has been granted by the Department through an Agreement amendment. The Subrecipient agrees to inform the project coordinator in a timely manner of any need to redress Project Workplan implementation/completion issues through an Agreement amendment; however, ADEM does not assure that any Agreement will be amended.

k. The Subrecipient agrees to inform the project coordinator as soon as possible of any real or potential problems, delays, or adverse conditions that are occurring, may emerge, or may materially impair or delay the Subrecipient's capacity to implement any of the components of the Project Workplan for the duration of the Agreement.

l. The Subrecipient agrees to attend the Alabama NPS Conference, held bi-annually, and to attend ADEM Cooperator Workshops, as scheduled, unless otherwise directed by the project coordinator.

m. **The Subrecipient will submit Semi-Annual project reports electronically to the project coordinator on or before March 1st and September 1st each year for the duration of the Agreement.** Semi-Annual reports should incorporate the status of project goals, objectives, and milestones with an emphasis on lessons learned; reductions in nonpoint source pollutant loadings and improvements in water quality as a result of best management practice implementation; copies/summaries/listings of meetings, reports, brochures, circulars, articles, brochures, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number and types of audiences/stakeholders reached.

n. The Subrecipient agrees to electronically submit a comprehensive Final Report to the project coordinator within **90 days** of the end date of the Agreement or end of the project, whichever occurs first. The report should incorporate the status, evaluation, and achievement of project goals, objectives and milestones (tasks) with an emphasis on lessons learned; description of BMPs implemented; reductions in nonpoint source pollutant loadings and improvements in water quality as a result of best management practice implementation; discuss partners gained and their responsibility in the project's success; copies/summaries/listings of meetings, reports, brochures, circulars, articles, brochures, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number and types of audiences/stakeholders reached. It should also discuss elements of the project that were successful, elements that did not work out as planned, and key lessons learned; describe any programs, activities, and/or assessments that are planned or should be planned for the area of concerned based on this project and describe future activities planned.

o. All electronic and hardcopy outputs and deliverables will be submitted to the project coordinator concurrent with, or prior to, the submittal of the Final Report.

p. The Subrecipient agrees to procure a written professional contract agreement for all services that will result in payments outside of normal payroll. Written agreements must be submitted for review by the project coordinator.

q. All electronic and hardcopy products or materials produced as part of the Project Workplan must prominently display the ADEM logo and the following grant funding-source acknowledgement: "*This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464622 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.*"

r. EPA retains royalty-free, nonexclusive, and irrevocable authority and license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes, copyright in any work produced or purchased with funds awarded in accordance with 40 CFR 31.34.

s. All electronic or hardcopy education, outreach, and training products and deliverables developed in whole or in part using grant funds will be submitted by the Subrecipient in draft form to the project coordinator for review, comments, or modifications prior to any funds being expended for the final electronic or hardcopy products to be produced, printed, or disseminated.

t. Any promotional material (printed material, articles, videos, websites, social media, etc) that promotes the project or project implementation practices, regardless of length, prepared by the Subrecipient must credit the funding source.

u. The Subrecipient agrees to timely submit grant-funded project information, fact sheets, or news articles upon reasonable requests by the project coordinator for the duration of the Agreement.

v. The Subrecipient agrees to provide at least one descriptive Project Workplan news release to at least one mass-media news outlet (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the Project Workplan area, at least **annually**, for the duration of the Agreement.

w. The Subrecipient agrees to install on-the-ground BMPs on disturbed land, impaired riparian areas, and along stream banks nearest to an ADEM water quality monitoring site and/or site that is obviously and directly contributing to degradation of water quality in an impaired watershed. Grant funds will not be used to install distal on-the-ground BMPs that are not likely to directly contribute to the improvement of water quality of an impaired waterbody or stream segment in a relatively expeditious manner.

x. The Subrecipient agrees to provide **annual** assurance to the project coordinator that grant-funded best management practice(s) and equipment will be/is properly operated and maintained for the intended purposes during its lifespan. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.

y. EPA and the Department reserves the right to periodically inspect a practice during the life span of the project to ensure proper operation and maintenance are occurring. If upon inspection, ADEM representatives determine that participants are not operating and maintaining grant funded practices in an appropriate manner, EPA or the Department may request a refund for that practice or practices if installed using grant funds. The life span of conservation practices will be consistent with the life span of similar conservation practices as determined by the USDA-Commodity Credit Corporation pursuant to the implementation of the Environmental Quality Incentives Program (EQIP). Practice and equipment life spans may be determined on a case-by-case basis but will generally be operated and maintained for a minimum period of 5 years. **Current EQIP cost values should be used as a basis for reimbursement of agricultural BMP implementation.**

z. Equipment is defined in 2 CFR 200.33 as tangible personal property that has a useful life of more than 1 year and a unit acquisition cost of $5,000 or more. In some cases, EPA provides equipment for use during a grant. If your organization was provided any EPA-owned equipment during a grant, you must arrange to return it to EPA at the end of the project in accordance with the terms and conditions of the grant agreement, and any additional instructions EPA provides. At the end of the project, recipients must use SF 428 (Tangible Personal Property Report) to report to the EPA Project Officer unused personal property that: has a total fair market value exceeding $5,000 and is not needed for any other federally sponsored programs or projects. Personal property means property of any kind, except real property, that has a physical existence (including equipment and supplies).

aa. The procedures for disposing of equipment that is acquired under an EPA grant award depends on the instructions received from EPA and the fair market value of equipment. Additional information about equipment disposition is available in 2 CFR 200.313. Disposition instructions may be one of the following. For original replacement equipment with a fair market value of $5,000 or less, recipients may retain, sell, or otherwise dispose of the equipment with no further obligation to EPA. For equipment with a fair market value in excess of $5,000, recipients may retain or sell the equipment, but EPA is entitled to an amount that is calculated by multiplying the current market value or proceeds from a sale by EPA's percentage of participation in the cost of the original purchase. The equipment title may be transferred from the recipient to the federal government or to an eligible third party, provided that the recipient be entitled to compensation for its attributable percentage of the current fair market value of the equipment.

bb. The Subrecipient agrees to provide the project coordinator with estimates of nitrogen, phosphorus, and sediment load reductions from significant nonpoint sources or groups of sources (e.g., number of animal feeding operations; acres of row crops; linear miles of eroded streambanks, etc.) expected as a result of implementation of the grant-funded best management measures for the duration of the Agreement. Load reduction estimates may be water quality monitoring based or "desk-top" modeled using methods pre-

approved by the project coordinator. Load reduction estimates shall be provided in Semi-Annual reports and the Final Project report. EPA requires project load reductions to be reported no later than one year from the agreement date.

cc. The Subrecipient will assure that grant-funded project data and information gathering and reporting efforts neither supersedes nor contravenes personal privacy or confidentially mechanisms afforded by state and federal laws, rules, regulations, etc.

dd. All funds awarded for on-the-ground best management practices implemented by this Project Workplan must: a) improve, protect, or maintain water quality, and b) provide quantifiable nonpoint source pollutant load reductions.

ee. Geolocational information for grant-funded best management practices, which should be expressed as latitude and longitude in decimal degrees format, shall be reported to the project coordinator in Semi-Annual and Final Project reports for the duration of the Agreement.

ff. The Subrecipient agrees to obtain and comply with all necessary federal, state, local, and other permits and project approvals/authorizations; as well as reviews and oversight for the duration of the Agreement and/or the permitted coverage timeline. Permit documentation, maintenance plan, draft procurement documents (bid), "project escalation plan (organization of coordination among entities/consultation)" and as-builts must be submitted to the project coordinator. Failure to obtain and comply with required permits, approvals, or authorizations will jeopardize grant funding and Subrecipient expense reimbursement. Federal grant funds cannot be expended to apply for or to comply with any required permit, or to fund a governmental project review or oversight process.

gg. The Subrecipient agrees to implement best management practices that target the specific pollutant of concern as outlined in the approved Project Workplan. Management measures that will not improve or may further degrade receiving waters will not be approved nor reimbursed.

Clean Water Act Section 319(h) Nonpoint Source Program Watershed Project Workplan

Alabama Department of Environmental Management

Section 1 PROJECT INFORMATION

Name of Project

Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project

Name of Sponsoring Organization

City of Mobile

Sponsor Address *(Number and Street, City, State, and ZIP code)*		Sponsor Organization Type *(check one)*	
Mailing Address	Physical Address	☒ Municipality	☐ County Government
P.O. Box 1827	205 Government St.	☐ University	☐ State Government
Mobile, AL 36633	Mobile, AL 36602	☐ Nonprofit 501(c)(3)	

Federal Identification Number	Unique Entity Identifier (UEI) / Entity ID
63-6001318	QV8KPHH9J8A3

Section 2 PROJECT CONTACT INFORMATION

Project Contact	Project Coordinator *(if different than project contact)*
William S. Stimpson, Mayor City of Mobile	Jennifer Greene, Director Programs and Project Management, City of Mobile
Address *(Number and Street, City, State, and ZIP code)* P.O. Box 1827 Mobile, AL 36633-1827	Address *(Number and Street, City, State, and ZIP code)* C/O: Programs and Project Management Dept. 205 Government Street 2nd Floor Mobile, AL 36644
Telephone Number (251) 208-7395	Telephone Number 251.208.7199
Email Address mayorstimpson@cityofmobile.org	Email Address Jennifer.greene@cityofmobile.org

Section 3 PROJECT FUNDING REQUEST

Section 319 (Federal Funds) Requested	$ 711,900
Match Funds (Non-Federal)*	$ 529,781
Total Project Cost	$ $1,241,681

**Must be equal to a minimum of 40% of the Total Project Budget.*

Is this project a continuation of another Section 319-funded Project?	☐ Yes	☒ No
Has the applicant ever received Section 319 funds?	☐ Yes	☒ No
The project includes a Municipal Separate Storm Sewer Systems (MS4) area:	☒ Yes	☐ No

City of Mobile - Phase I

Alabama Workplan for Section 319 NPS Watershed Project

Section 4 PROJECT DESCRIPTION

River Basin

☐ Alabama	☐ Chattahoochee	☐ Escambia	☐ Tallapoosa
☐ Black Warrior	☐ Chipola	☐ Escatawpa	☐ Tennessee
☐ Blackwater	☐ Choctawhatchee	☒ Mobile	☐ Tombigbee
☐ Cahaba	☐ Coosa	☐ Perdido	☐ Yellow

Project Location

Waterbody Name(s)	12 digit USGS HUC(s) and Watershed Name	County
Three Mile Creek	031602040504 - Toulmins Spring Branch-Three Mile Creek	Mobile

This project addresses:

☒ TMDL? Upper Three Mile Creek has a TMDL for Organic Enrichment and Dissolved Oxygen that was approved in January of 2007.

☐ Impairment(s) for a waterbody on the current 303(d) List?

For a complete list of 303(d) listed waterbodies: http://www.adem.state.al.us/programs/water/wquality/2016AL303dList.pdf

Watershed Management Plan(s) (EPA 9-Element Plan) Name and Year) Plan & Checklist Attached: ☒ Yes

Three Mile Creek Watershed Management Plan – September 2014

NPS Pollutant(s) to be addressed by the project.

☒ Low Dissolved Oxygen	☒ Organic Enrichment	☒ Nutrients
☒ Sedimentation/Siltation	☐ Pesticides	☐ pH
☐ Pathogens/Bacteria	☐ Oil and Grease	☐ Other: _____

Nonpoint Pollution Source(s) to be addressed, include the percentage to which the project addresses the source.
Total must equal 100%

Percent		Percent	
_____	NPS All Sources	_____	Resource Extraction
_____	Agriculture	_____	Land Disposal/Storage/Treatment
_____	Animal Feeding Operations	_____	Hydrologic Modification
_____	Silviculture	_____	Marinas and Recreational Boating
_____	Construction	_____	Other NPS Pollution:
100%	Urban Runoff/Stormwater		_____

Expected Estimated Pollutant Load Reductions (Due to Project Implementation)		**Model Used- (Pollutant Load Estimation Tool (PLET)**
Pounds of Nitrogen	1297.37 lbs/yr	PLET
Pounds of Phosphorus	168.66 lbs/yr	PLET
Tons of Sediment	43.79 tons/yr	PLET
Other (Pathogens, etc.):	N/A	N/A

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS		
Name of Partner	***Type(s) of Commitment to Project Success*** *(Describe the commitment of time, activities, or other specified resource for the project.)*	***Letter of Support Attached***
City of Mobile, Programs and Project Management Department (City)	The City will coordinate with the Alabama Department of Environmental Management (ADEM) and other project partners to provide administrative oversight, manage project tasks, ensure effective project management, and conduct technology transfer training events.	☐ Yes
Mobile Bay National Estuary Program (MBNEP)	The Mobile Bay National Estuary Program (MBNEP) will promote project events and provide platforms for stakeholder involvement and input during its management conference meetings. Presentations at these meetings will highlight the project's progress and successes, gather stakeholder input and engagement, and facilitate brainstorming solutions for any challenges that arise.	☒ Yes
Alabama Coastal Foundation (ACF)	The Alabama Coastal Foundation (ACF) will collaborate with the project sponsor to connect watershed stewards to opportunities created by the project to positively impact their communities. These opportunities may include a litter cleanup challenge, workshops on low-impact development (LID) and workforce development, community events featuring project-related booths that showcase ways to reduce NPS pollutants, and efforts to further establish a connected network of local stewards. ACF will also promote and advertise stewardship events through the Alabama Watershed Stewards network.	☒ Yes
University of South Alabama (USA)	The City of Mobile will partner with the University of South Alabama's Gulf Scholars Program to present a joint workshop for students, faculty, and the public. The workshop will focus on low-impact design, stormwater management, and the goals of this project. Additionally, the City will collaborate with Dr. Steven Scyphers to host at least two field-based learning exchanges during the project's construction phase for students enrolled in USA's environmental programs.	☒ Yes
City of Mobile, Parks and Recreation Department (P&RD)	P&RD will participate in a maintenance workshop focused on best practices for maintaining LID features at Langan Park. They will also assist in planning and project activities related to the park's development.	☐ Yes
Keep Mobile Beautiful (KMB)	Keep Mobile Beautiful (KMB) will organize a litter cleanup challenge for local community members and supply necessary materials such as large trash bags, gloves, grabbers, brochures, advertisements, and other resources to ensure a successful cleanup event.	☐ Yes

Alabama Workplan for Section 319 NPS Watershed Project

Section 6 PROJECT GOAL(S)

This project proposes using Clean Water Act Section 319(h) (Section 319) funding to implement low-impact development (LID) practices, such as bio-infiltration swales, at Langan Municipal Park, a property owned by the City of Mobile. These LID measures will help capture, detain, and infiltrate stormwater, thereby filtering nonpoint source (NPS) pollutants before they enter the stream.

The specific goals of the project are to:

1. **Implement best management practices (BMPs)** to reduce NPS impairments to Three Mile Creek.
2. **Reduce the quantity of water entering the stream** by incorporating BMPs that promote infiltration.
3. **Provide education and outreach** to the community to foster stewardship and enhance understanding of how to reduce NPS impairments to Three Mile Creek. These efforts aim to ultimately improve water quality.
4. **Increase knowledge of LID and green infrastructure (GI)** while highlighting the benefits of these management practices.
5. **Support workforce development** by providing training opportunities in LID techniques.

Alabama Workplan for Section 319 NPS Watershed Project

Section 7 PROJECT ABSTRACT (Limit 1 Page)

Figure 1-Map of Three Mile Creek

The Three Mile Creek (TMC) watershed (12-digit Hydrologic Unit Code (HUC) 031602040504) drains a total area of 30.1 square miles within the cities of Mobile and Prichard (see Figure 1). TMC begins just west of the University of South Alabama campus and flows eastward 14 miles to its confluence with the Mobile River, just north of downtown Mobile, AL.

Located near the Gulf of Mexico, the Three Mile Creek Watershed (TMCw) is subject to an abundance of rainfall and frequent tropical storms. Significant portions of the watershed have been altered to accommodate development and reduce flooding. Much of this development predates current regulations, meaning stormwater BMPs were not employed during construction. As identified in the Three Mile Creek Watershed Management Plan (TMC-WMP), this lack of attention to stormwater BMPs in an urban environment has resulted in water quality impairment and impacts to wildlife habitat. Major pollutants contributing to the degradation of TMC include trash/litter, bacteria (i.e., pathogens) from sewage and/or sewage overflows, excessive amounts of nitrogen and phosphorus from fertilizers (i.e., nutrients), and sediment.

The major challenges to Three Mile Creek health, as identified in the TMC-WMP, include urban stormwater runoff (both quantity and quality) and altered geomorphology (e.g., streambank erosion and sedimentation). Sediment accumulation impairs stream habitat, reduces the stream's storage capacity, and limits its stormwater conveyance ability. Sediment accumulation in the streambed typically reduces stream depth, leading to increased summertime water temperatures and lower dissolved oxygen (DO) conditions. Organic components in the sediment further increase oxygen demand, exacerbating low DO levels.

The overall objective of this project is to reduce pollutant loadings to help diminish the impairments of organic enrichment (OE) and low DO on the stream. The project will redevelop and modernize existing drainage features within Langan Park to handle storm water volumes by implementing low impact development and green infrastructure practices that mimic methods that are more natural to treating and infiltrating stormwater.

Figure 2 - Aerial of Langan Park. The star represents location of anticipated LID BMPs.

This project will be part of the Area 1 improvements. It will include removal and redevelopment of existing stormwater infrastructure and implementation of bio-infiltration swales. This project will utilize beneficial reuse material from the Langan Dredge project, avoiding unnecessary material waste. A rain garden/bioretention will also be added into the treatment train for a more natural approach to stormwater management that focuses on infiltration and treatment to improve water quality.

Alabama Workplan for Section 319 NPS Watershed Project

Section 8 PROJECT OBJECTIVES

Task 1. Administration	
1. Objective	To effectively plan, implement, monitor, and evaluate all work performed under this project including technical and financial supervision, as well as preparation of status reports.
1.1. Sub-task	The City will host coordination meetings or conference calls at least quarterly with the ADEM project manager(s). These meetings will review project activities, schedules, communication needs, deliverables, and other requirements.
1.1.1. Deliverable	• Quarterly project meeting notes • A list of actionable items that are needed and responsible parties for each action • Goals for the next quarter
1.2 Sub-Task	The City of Mobile will collaborate with partners to develop semi-annual Section 319 grant reports that are complete, accurate, and submitted on time. These reports will be due on **March 1** and **September 1** of each year the project is active. The reports will include, but are not limited to, the following components: • **Project Overview**: A summary of the project and its progress. • **Work Summary**: A detailed summary of work completed toward achieving the goals, objectives, tasks, and subtasks, with an emphasis on lessons learned. • **Deliverables**: Documentation of all deliverables completed during the reporting period, such as copies or summaries of meetings, pictures of events, BMP installations, load reductions, reports, brochures, circulars, articles, media releases, presentations, etc. • **Education and Outreach**: Summaries of education and outreach activities, technology transfer efforts, and technical assistance provided. • **Subtask Completion**: An estimation of the percentage completion of each subtask.
1.2.1. Deliverable	• Semi-annual Section 319 Grant reports • Copies of the deliverables achieved in each reporting period
1.3 Sub-Task	The City of Mobile will develop and review the final Section 319 Grant Report, which will be submitted to ADEM within sixty (60) days of the cooperative agreement's end date. This report will include, at a minimum, the following information: • **Project Overview**: A summary of the project, including its goals and objectives. • **Evaluation of Achievements**: An assessment of the achievement of project goals and milestones. • **Completion Documentation**: A narrative and documentation detailing the completion of project objectives and tasks, including dates of completion, deliverables, and measures of success. • **BMP Summary**: A summary of BMPs implemented and the associated load reductions. • **Expense Summary**: A brief description of the expenses (both federal and matching funds) incurred during the project, with explanations for any deviations from the original budget. • **Education and Outreach**: A description of education and outreach efforts, public participation, technology transfer activities, technical assistance provided, and an evaluation of their effectiveness. • **Partnerships**: A discussion of partnerships, including tasks completed by each entity.

	• **Lessons Learned**: A summary of successes, challenges, lessons learned, and recommendations for future activities.
1.3.1. Deliverable	• Final comprehensive and accurate Section 319 Grant report
1.4 Sub-Task	The City's Accounting Department will manage accounting functions for project funds and submit reimbursement forms to ADEM at least quarterly. Each invoice must reflect work completed during the reporting period and associated deliverables received. Additionally, the invoice should include a detailed breakdown of federal and non-federal/matching expenditures, along with the following details: • **Receipts**: Documentation for office and education supplies as specified in Section 11 of this workplan. • **Travel Information**: Dates and locations of travel, GPS coordinates or addresses, total mileage, and the purpose of travel. • **Event Documentation**: Records of education and outreach events, stakeholder meetings, public meetings, and steering committee meetings. For each event, include the date, location, number of attendees, photographs, and sign-in sheets. • **Task Budgets**: Invoiced amounts must correspond directly to and remain within the budgets allocated for each task. The final invoice will be submitted to ADEM within 45 days of the cooperative agreement's end date.
1.4.1. Deliverable	• Invoices • Appropriate documentation to support reimbursement requests (i.e. receipts, agreements, match information, etc.)
1.5 Sub-Task	Provide at least one (1) descriptive project news release annually to mass media outlets (e.g., local newspapers, television stations, radio channels, magazines, or bulletins) that serve the watershed area where activities are taking place or have occurred. These news releases must include information about Section 319.
1.5.1. Deliverable	• Copy of each news release
Task 1 -*Measure of Success*	• Accurate and timely submission of reports, invoices, and meeting notes. • News coverage promoting the Section 319 Grant, raising awareness about ways to get involved and improve water quality within the Three Mile Creek watershed, and increasing knowledge of nonpoint source (NPS) pollution and methods to reduce it.

Task 2. BMP Implementation and Load Reductions	
2. Objective	Implement NPS BMPs that are technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed or ecosystem-based conservation and restoration approach. These BMPs will help remediate the effects of stormwater pollution and improve the water quality in Three Mile Creek.
2.1. Task	Design BMPs to mitigate Section 319 NPS program priority pollutants (e.g., nitrogen, phosphorus, and sediment) or other pollutants of concern identified on Section 303(d) lists of impaired waters (e.g., organic enrichment, dissolved oxygen, sediment, etc.). Apply for and obtain the necessary permits, design BMP sites, and bid the project.
2.1.1. Deliverable	• Design Plans • Pre-BMP Photographs • Applicable permit(s)

	• Bid Advertisements and Contract Documents • Execution of construction contract. • Construction timeline established
2.2 Task	Installation of BMPs and native vegetation in the riparian buffer corridor, along with documentation of progress as outlined in the 100% design plans.
2.2.1. Deliverable	• Photo documentation of BMPs before, during, and final version • List of BMPs, summary of their function, and their latitude and longitudes. • As Built Construction Plans • Engineering Inspection Reports
2.3 Task	Complete the final inspection and Substantial Completion of Construction Document, including photographs and sign-off by the engineer of record for the project.
2.3.1. Deliverable	• Inspection with Pictures • Substantial Completion of Project Certification Form
2.4 Task	Monitor or model water quality data (e.g., STEP-L) to report NPS pollutant load reduction estimates in EPA's GRTS, resulting from the implementation of "on-the-ground" BMPs.
2.4.1. Deliverable	• Report of load reductions of at a minimum nitrogen, phosphorus, and sediment. Other information could include the reduction of stormwater volume and velocity.
2.5 Task	Ensure that project caretakers are trained on the proper maintenance and repair of the BMPs to minimize malfunctions caused by human error.
2.5.1. Deliverable	• Maintenance Workshop with Entity Required to Maintain Project Area • Summary of the workshop will be included during the reporting requirement • Sign in Sheet • Standard Operating Procedures for P&RD • All Documentation from the Workshop
Task 2–Measures of Success	• BMPs installed correctly, with a summary of benefits and documentation of the implementation history. • Project completion certified by a qualified and credentialed professional. • Maintenance workshop designed to ensure the longevity of the BMPs.

Task 3. Technology Transfer Training(s)	
3. Objective	Continue to enhance knowledge of low impact development (LID) in coastal Alabama, build capacity for implementing LID, and demonstrate how these BMPs capture stormwater and reduce NPS pollutants in the stream.
3.1. Task	Host at least one (1) technology transfer workshop on LID, highlighting the project, its successes, and lessons learned. Assess additional training needs for the coastal region.
3.1.1. Deliverable	• Advertisements for the event • Sign in sheet of registrants and participants • Agenda • Presentations given during the workshop • Summary of the workshop • Pictures of the workshop

Task 4. Education and Outreach	
4. Objective	Promote watershed stewardship and enhance knowledge of watersheds, NPS pollution, and activities that can further improve the watershed.

4.1. Task	Host a project booth at a local community event to highlight the project, raise awareness about NPS pollution, and educate attendees on how they can reduce NPS pollution from entering the stream. Additionally, inform stakeholders about opportunities to get involved with ongoing projects around the City.
4.1.1. Deliverable	• Advertisement for event • Pictures of the event • Summary of the event (including description of event and booth, number of people attended, length of time for event, pictures of event, etc.)
4.2 Task	Conduct at least three (3) classes with local school groups to teach about NPS pollution and ways to prevent it from entering waterways, stormwater runoff and BMPs, litter, hazardous waste disposal, and recycling.
4.2.1 Deliverable	• Summary of the event (including descriptions of the event, number of people taught, pictures of event, length of time for event, etc.) • Pictures of the events.
4.3 Task	Organize at least one (1) litter pickup challenge in partnership with KMB, the City, and other stakeholders to help reduce litter entering Three Mile Creek.
4.3.1 Deliverable	• Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (number of pounds collected; City personnel, pay rate, disposal fee, mileage for trucks, length of time for event, etc.)
4.4 Task	The City of Mobile will collaborate with the University of South Alabama's Gulf Scholars Program to present a joint workshop for students, faculty, and the public on low impact design, stormwater management, and the goals of this project. Additionally, the City will work with Dr. Steven Scyphers to host at least two field-based learning exchanges during the construction phase of the project for students enrolled in USA's environmental programs.
4.4.1 Deliverable	• Advertisement for events • Agenda • Pictures of the event • Sign-in sheet for registrants and participants • Presentations given during the workshop • Pictures of the workshop • Summary of the event (include description of the event, number of people, pictures, length of event, etc.)
4.5 Task	Host at least one (1) hazardous waste collection day for City of Mobile residents.
4.5.1 Deliverable	• Summary of the Event to include at a minimum – description of event, number of people that participated, amount of hazardous waste collected, etc. • Flyer or Advertisements for the Event • Pictures of the Event
<u>Task 4</u> - Measures of Success	• Documentation of all education and outreach activities, demonstrating effective community engagement • Number of individuals educated through outreach efforts • Amount of litter removed from the watershed as a result of community involvement • Total waste collected through organized events • Accurate tracking of partner and match contributions

	• Measurable increase in community support and participation in watershed improvements and restoration • Comprehensive watershed education delivered to diverse community groups, including professionals, children, adults, college students, and teens

Alabama Workplan for Section 319 NPS Watershed Project

Section 9 PROJECT MILESTONE SCHEDULE

Check the Quarter(s) applicable to when each objective will occur. Some objectives will occur in multiple quarters.

#	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8
1	☒	☒	☒	☒	☒	☒	☒	☒
2	☒	☒	☒	☒	☒	☒	☒	☒
3	☐	☐	☒	☒	☐	☐	☒	☐
4	☐	☒	☒	☒	☒	☒	☐	☒

Section 10 FUNDING REQUESTED – See Attached Budget in Appendix A

*******Important Notes***

Non-Federal match must be a minimum of 40% of the total project budget.

Management Measures implemented should be a minimum 70% of federal funding request.

A federally approved rate documentation is required for fringe and indirect.

Design and permitting costs are not eligible for grant funds.

Volunteer Time: The rate of volunteer time is based on the current (2018) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/

Mileage: The mileage rate is based on the current State mileage rate, which can be found at https://comptroller.alabama.gov/mileage-rates/.

EQIP: Cost-share rate is based on the current Natural Resource Conservation Service (NRCS) EQIP rate and must be updated each year as new numbers become available and supporting rates must be provided.

Alabama Workplan for Section 319 NPS Watershed Project

Section 11 ***FUNDING REQUESTED – ITEMIZED EXPENSES***
Describe items, services, or expenses associated with each line item.

Personnel/Salary: *

Employee	Title	Duties	Salary + Fringe	Time on Project	% Salary + Fringe
Cody Reed	Engineering Manager	PE Oversight/Supervision	146,903.33	10%	14,690.33
Jenn Greene	Director	Supervision/Communications	166,216.05	10%	16,621.61
Emma Cochran	Project Manager	Communications/Events	109,227.69	10%	10,922.77
Jake Clements	Project Manager	Project Manager	103,960.58	35%	36,386.20
				Total	**78,620.91**

Total Personnel/Salary: Match = $78,620.91

*[Salary, Overhead, or Indirect (§200.56) - (10% Max of Federal Award - 33 U.S. Code § 1329]
**The rate of volunteer time is based on the current (2023) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/, and must be updated each year when new numbers become available.
Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except those costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

Education and Outreach:

20 volunteers for 4 hours at $29.82/hour at the USA workshop= $2,385.6 of match for the project.
35 volunteers for 2 hours of litter pick-up at $29.82/hour = $2,987.60 of match for the project.
2 volunteers for ACF Lessons at 3 hours for 3 days at $29.82/hour = $536.76 of match for the project.

Total Education and Outreach: Federal = $0.00
Match = $5,009.76

Supplies:

Up to $400 in workshop supplies. This could include 3 ring binders, folders, copies of presentations, tools needed for implementation activities at the site in relation to the trainings being held.

Flyers, brochures, and support material for the workshops and project will be a maximum of $200 with federal money.

Litter clean-up supplies will be donated by KMB in relation to the clean-up. Amount located here includes trash bags, trash grabbers, gloves, car litter bags, brochures, etc. This will total approximately $800.48 in matching funds.

Alabama Workplan for Section 319 NPS Watershed Project

The City of Mobile Public Services will collect trash on the side of the road, dispose in landfill, calculate trash collected, and contribute peoples' time, truck time for hauling trash, and disposal fees with a minimum of $100 match.

Total Supplies: Federal = $600.00
Match = $900.48

Management Measures:

BMP Description	Federal	Non-Federal	Total	Primary Pollutant Treated
Initial Controls		$161,500.00	$161,500.00	Sediment, Stormwater, OE/DO
Boulder Steps (4)	$110,000.00		$110,000.00	Sediment, Stormwater, OE/DO
Bioengineered Bank Wrap	$340,000.00		$340,000.00	Sediment, Stormwater, OE/DO
Streambed Riffle Material	$57,000.00		$57,000.00	Sediment, Stormwater, OE/DO
Native Vegetation	$46,750.00		$46,750.00	Sediment, Stormwater, OE/DO
Erosion and Sediment Controls	$62,050.00	$28,750.00	$90,800.00	Sediment, Stormwater, OE/DO
Final Grading-Site Stabilization	$75,000.00	$75,000.00	$150,000.00	Sediment, Stormwater, OE/DO
Engineering Design and Oversight		$180,000.00	$180,000.00	Sediment, Stormwater OE/DO
Riprap	$20,500.00		$20,500.00	Sediment, Stormwater, OE/DO
Total:	$711,300.00	$445,250.00	$1,156,550.00	

Management Measures are calculated for 99% of the federal funding. Meeting the 70% minimum requirement.

Technology Transfer Trainings: ***

While this activity is planned for the project, no money has been associated federal or match for the event at this time.

Other:***

Sources of Match: City of Mobile, Professional Services Contractor(s), KMB, Volunteers, Engineers, ACF

Map Attached: ☒ Yes

Section 12 PUBLIC INFORMATION AND EDUCATION

Education and outreach efforts play a crucial role in fostering behavior change that supports the protection and improvement of water quality in rivers and streams. The following events will be organized within the Three Mile Creek watershed to promote awareness and engagement:

1. **Litter Cleanup Challenge**
   Trash has been identified as one of the major pollutants degrading water quality in Three Mile Creek, as highlighted in the Three Mile Creek Watershed Management Plan. To address this, the project will sponsor at least one (1) litter cleanup challenge in partnership with PALs, USA, the City of Mobile, and other stakeholders. This event will aim to reduce litter entering Three Mile Creek.
2. **Hazardous Waste Collection Day**
   To raise awareness of hazardous waste disposal and reduce contamination of ground and surface water, the project will sponsor and promote at least one (1) hazardous waste collection day. This event will help inform the public about available City of Mobile services and encourage proper waste disposal.
3. **Low Impact Development (LID) Workshop**
   The City of Mobile will host a technology transfer workshop focused on porous pavers, bioretention, and bioswales, promoting the use of LID in Alabama's coastal communities. The workshop will also highlight the goals and successes of the project, fostering greater adoption of sustainable stormwater management practices.
4. **ACF Lessons with Schools in the Watershed**
   ACF will conduct three (3) educational lessons in schools within the Three Mile Creek watershed. These lessons will cover topics such as nonpoint source (NPS) pollutants, stormwater management, recycling, and watershed protection, with the aim of raising environmental awareness among students.
5. **Project Booth at Community Event**
   The City of Mobile will set up a project booth at a local community event. At this booth, the City will engage with stakeholders, explaining the Section 319 project and its goals. Participants will learn about reducing NPS pollutants in streams, the purpose of implemented BMPs, and ways to get involved in the project. Educational demonstrations, such as fish printing, the Enviroscape model, and coloring activities, will be used to engage the audience. Flyers and informational handouts will also be provided.
6. **Maintenance Workshop**
   A maintenance workshop will be held for staff from the Parks & Recreation Department (P&RD) to ensure proper care of the new BMPs implemented in Langan Park. This workshop will provide staff with the knowledge needed to maintain the BMPs, ask any necessary questions, and understand the benefits of these practices in terms of stormwater management and NPS pollution reduction.
7. **Joint Workshop with USA Gulf Scholars Program**
   The City of Mobile will collaborate with the University of South Alabama's Gulf Scholars Program to organize a joint workshop for students, faculty, and the public on low impact design, stormwater management, and the project's objectives. Additionally, the City will work with Dr. Steven Scyphers to host at least two field-based learning exchanges during the construction of the project. These exchanges will provide students in USA's environmental programs with hands-on learning opportunities related to LID practices and stormwater management.

Alabama Workplan for Section 319 NPS Watershed Project

Section 13 ATTACHMENTS

List (Please Describe)

Letters of Support
Watershed Management Plan
Map of the Project

Section 14 PROJECT AUTHORIZATION

I authorize that to the best of my knowledge the contents of this application are true and accurate. I understand that, if funded, the contents of this application will be used to draft a grant agreement between the Alabama Department of Environmental Management and the Sponsoring Organization as a mechanism for executing the grant project.

Signature of Sponsoring Organization's Authorized Representative _____ *Date (Month, Day, Year)* _____

Typed Name:
Title:
Email Address:

ADEM USE ONLY	
Project FY/#:	
Date REC'D:	

Three Mile Creek LID Implementation Project @Langan Park				
FY2024				
City of Mobile, Programs and Project Management Department	Budget			
	Federal	NonFed	*Current*	Match Source
1. Salary, Overhead, or Indirect (§200.56) - (10% Max of Federal Award - 33 U.S. Code § 1329)				
1.1 Engineering Manager, Cody Reed, Salary and Fringe (10% Time)		$ 14,690.33		City of Mobile
1.1 Director, Jennifer Greene, Salary and Fringe (10% Time)		$ 16,621.61		City of Mobile
1.1 Project Manager, Emma Cochran, Salary and Fringe (10% Time)		$ 10,922.77		City of Mobile
1.1 Project Manager, Jake Clements, Salary and Fringe (35% Time)	$ -	$ 36,386.20		City of Mobile
Personnel Total:		$ 78,620.91		$ 78,620.91
2. Best Management Practices (min. 70% Federal Funds)				
2.1 Initial Controls (Items 1, 2, 3, 4, 5)	$ -	$ 161,500.00		City of Mobile
2.1 Boulder Steps (4) (Items 6, 7, 8, 9)	$ 110,000.00	$ -		
2.2 Bioengineered Bank Wrap (Item 10)	$ 340,000.00	$ -		
2.3 Streambed Riffle Material (Item 11)	$ 57,000.00	$ -		
2.4 Native Vegetation (Items 12, 13, 14, 23, 24, A7)	$ 46,750.00	$ -		
2.5 Erosion and Sediment Control (Items 19, 20, 21, 22, 25, A5, A6)	$ 62,050.00	$ 28,750.00		City of Mobile
2.6 Final Grading-Site Stabilization (Item 15)	$ 75,000.00	$ 75,000.00		City of Mobile
2.7 Engineering Design and Oversight	$ -	$ 180,000.00		City of Mobile
2.11 Riprap (Items A2, A4, A5)	$ 20,500.00			City of Mobile
BMP Total:	$ 711,300.00	$ 445,250.00	$ -	$ 1,156,550.00
3. Education and Outreach				
3.1 USA Workshop	$ -	$ 2,385.60		City of Mobile/ACF
3.2 Litter Clean-Up	$ -	$ 2,087.40		Volunteers
3.3 ACF Activities - School Lessons	$ -	$ 536.76		Volunteers
Education and Outreach Total:	$ -	$ 5,009.76		$ 5,009.76
4. Supplies (§200.94 / §200.67)				
3.1 Workshop Materials	$ 400.00	$ -		City of Mobile/ACF
3.2 Litter Clean-Up	$ -	$ 900.48		Volunteers
3.3 ACF Activities - School Lessons	$ -	$ -		Volunteers
3.4 Flyers and Support Material	$ 200.00	$ -		
	$ -	$ -		
Supplies Total:	$ 600.00	$ 900.48		$ 1,500.48
5.Technology Transfer Trainings (Services (§200.318 - §200.326))				
	$ -	$ -		
Total:	$ -	$ -	$ -	$ -
6. City of Mobile / Indirect Cost (§200.414)				
5.1 Total Direct Cost	$ 711,900.00	$ 529,781.15		
5.2 Total Modified Direct Cost	$ -	$ -		
5.3 Indirect Cost (15% de minimus)	$ -	$ -		
7. Budget Totals	$ 711,900.00	$ 529,781.15		$ 1,241,681.15
7a. Rounded Budget Totals	$ 711,900	$ 529,781		$ 1,241,681
8. Cost Share Requirement @ 40%	$ 496,672.46	$ 496,672.46		
Match Diff		$ 33,108.69		

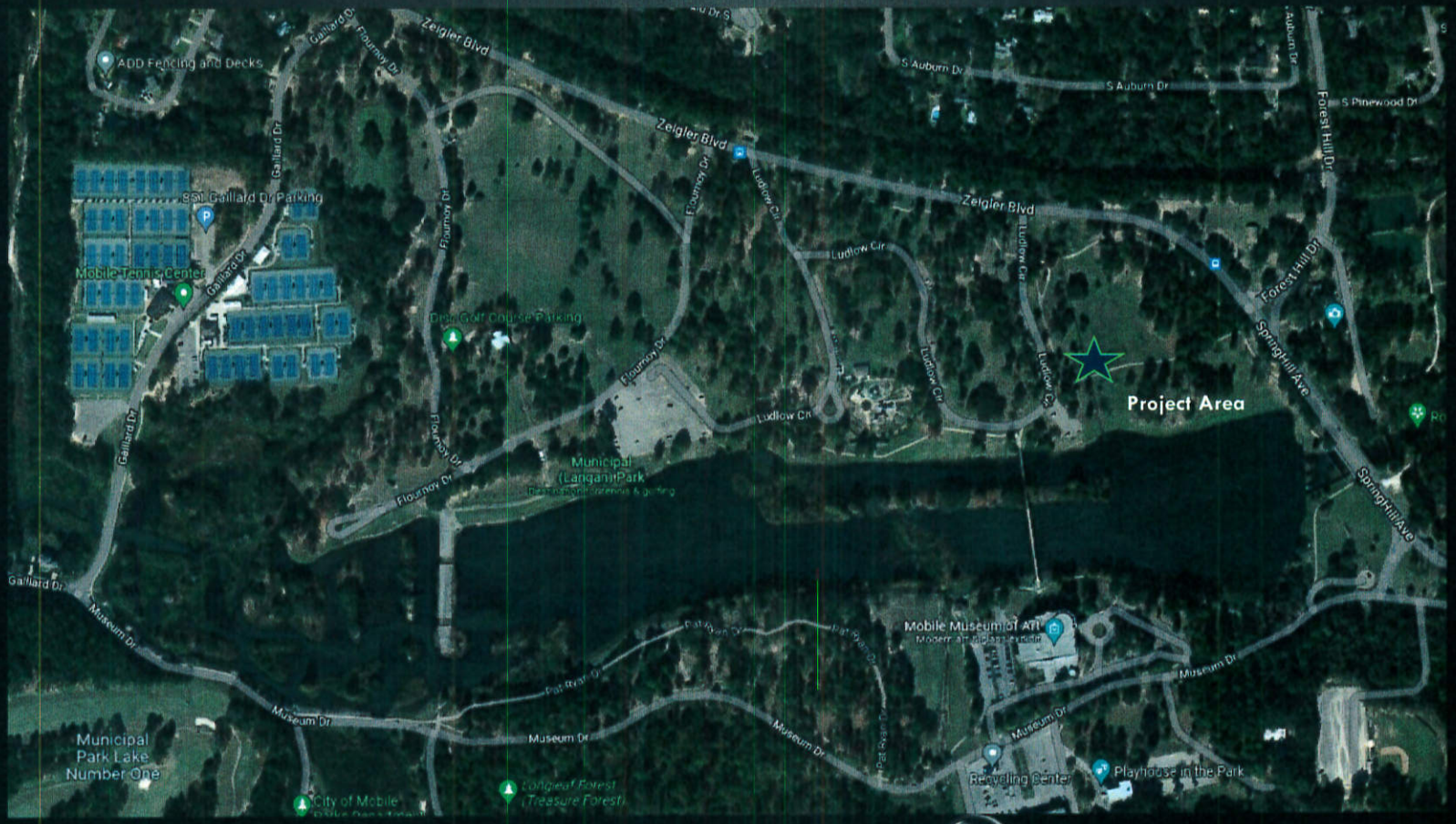
****Important Notes

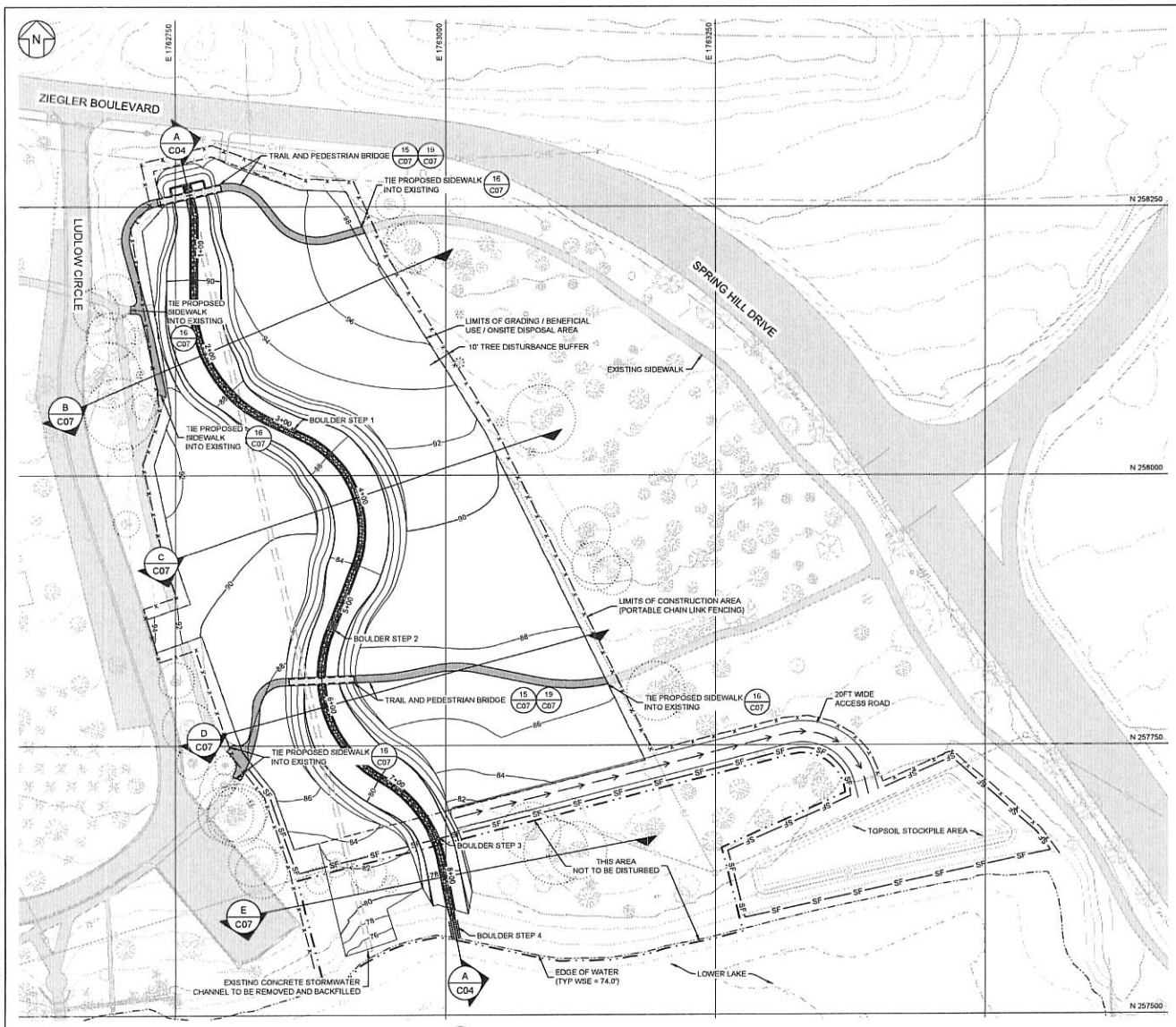
Non-Federal match must be a minimum of 40% of the total project budget. Management Measures implemented should be a minimum 70% of federal funding request

A federally approved rate documentation is required for fringe and indirect. Design and permitting costs are not eligible for grant funds.
Volunteer Time: The rate of volunteer time is based on the current (2021) Independent
Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/
Mileage: The mileage rate is based on the current State mileage rate, which can be found at
https://comptroller.alabama.gov/mileage rates/.

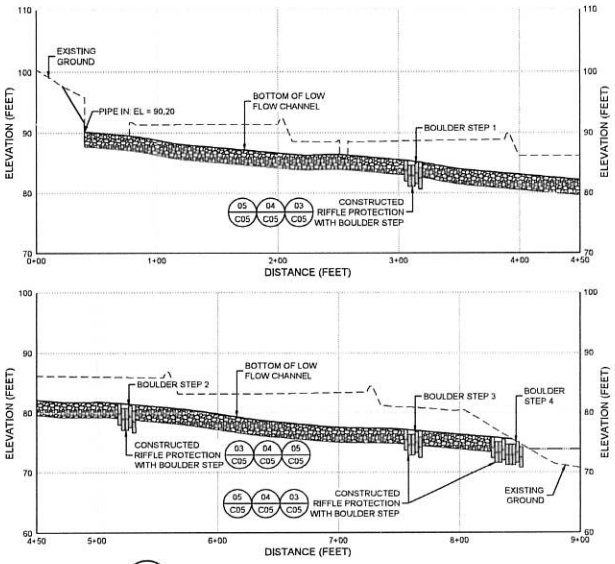
Project Area
Zeigler Blvd
Druid Dr S
S Auburn Dr
Chaudron Dr
Forest Hill Dr
S Pinewood Dr
Springhill Ave
Ludlow Cir
Ludlow Cr
Ludlow Ct
Flournoy Dr
Gaillard Dr
ADD Fencing and Decks
851 Gaillard Dr Parking
Mobile Tennis Center
Disc Golf Course Parking
Municipal (Langan) Park
Pat Ryan Dr
Museum Dr
Mobile Museum of Art
Recycling Center
Playhouse in the Park
Municipal Park Lake Number One
City of Mobile Parks Department
Longleaf Forest (Treasure Forest)
Langan

STREAM STATS MAP


ADD Fencing and Decks
Zeigler Blvd
Gaillard Dr
Flournoy Dr
S Auburn Dr
S Pinewood Dr
Forest Hill Dr
Auburn Dr
Ludlow Cir
Ludlow Cr
Mobile Tennis Center
Gaillard Dr Parking
Disc Golf Course Parking
Project Area
Springhill Ave
Municipal (Langan) Park
Museum Dr
Pat Ryan Dr
Mobile Museum of Art
Recycling Center
Playhouse in the Park
Municipal Park Lake Number One
City of Mobile
Longleaf Forest (Treasure Forest)



02 / C04 PLAN
FINAL DISPOSAL AREA GRADING PLAN
SCALE: 1"=50'



A / C04 CHANNEL PROFILE
FINAL DISPOSAL AREA GRADING PROFILE
SCALE: 1" = 50' (H), 1" = 10' (V)

NOTES:

1. CONTOURS PRESENTED ARE A COMBINATION OF DATA AS DETAILED IN THE NOTES ON DRAWING 2, THIS DRAWING SHOULD NOT BE CONSIDERED AN OFFICIAL OR SEALED SURVEY.
2. CONTRACTOR SHALL REMOVE PORTIONS OF THE CONCRETE STORMWATER CHANNEL THAT ARE IN CONFLICT WITH THE NEW CHANNEL RESTORATION GRADING.
3. CONTRACTOR IS RESPONSIBLE FOR STORMWATER BYPASS PUMPING THROUGHOUT THE CONSTRUCTION DURATION, UTILIZING THE EXISTING CONCRETE STORMWATER CHANNEL TO THE EXTENT PRACTICAL.

SCALE IN FEET (H) 0 50 100 — SCALE IN FEET (V) 0 10 20

SEAL	RESPONSIBLE PE: TLF	SUPERVISOR: JMG	DESIGNER: DLJ	PLAN SUBMITTAL	MOBILE ALABAMA	Geosyntec consultants	SHEET TITLE	SHEET NO
	DATE: MARCH 2024	DATE: MARCH 2024	DATE: MARCH 2024	ISSUED FOR BIDDING	LANGAN PARK STORMWATER IMPROVEMENTS	1255 ROBERTS BOULEVARD, NW, SUITE 200 KENNESAW, GEORGIA 30144 USA PHONE: 678.202.9500 WWW.GEOSYNTEC.COM	CHANNEL RESTORATION GRADING PLAN AND PROFILE	C04

GEOSYNTEC-PW401\DOCUMENTS\CLIENTS\MKMOBILE CITY\GK8247 - LANGAN LAKE DREDGING DESIGN\CADD\02 - STORMWATER IMPROVEMENTS\DRAWINGS\SHEETS

C:_GEOPWDS01\DMS12524\GK8247.02-C06 2024-03-21 1:14 PM

MOBILE BAY NATIONAL ESTUARY PROGRAM

July 29, 2024

Jennifer Greene
Director of Programs and Project Management
City of Mobile
P.O. Box 1827
Mobile, AL 36633

RE: **ADEM Section 319 Grant for Green Infrastructure at Langan Park**

Dear Ms. Greene,

I am writing on behalf of the Mobile Bay National Estuary Program (MBNEP) to support the City of Mobile's ADEM 319 stormwater management project, including Low Impact Design (LID) techniques at Langan Park in the Three Mile Creek Watershed.

The MBNEP is guided by a Comprehensive Conservation and Management Plan (CCMP), created collaboratively by Management Conference partners based on local input and supporting local priorities. This plan includes 5-year strategies to protect and restore the quality and ecological integrity of Alabama's estuarine waters. This proposal, focusing on improving stormwater management and water quality, aligns with the CCMP's Ecosystem Restoration and Protection (ERP) strategy, specifically ERP-2: *Implement comprehensive WMPs (Watershed Management Plans) with a focus on priority habitats.*

The effects of stormwater runoff, which may include excessive loadings of litter, nutrients, sediment, and pathogens, negatively impacts water quality, was identified as one of the most critical issues in the Three Mile Creek WMP. Implementation of LID/Green Infrastructure retrofits was encouraged as a practical way to better manage stormwater and improve water quality throughout the Watershed.

Sediment accumulation impairs stream habitat, reduces storage capacity, and lowers stormwater conveyance capacity. It also raises summertime water temperatures and lowers Dissolved Oxygen (DO) levels. This project aims to reduce these loads, improving water quality in Langan Park Lake and maintaining the health of the stream and lake. Upgrading drainage features within the Park will handle increased stormwater volumes and use LID practices to create a natural stormwater conveyance from the roadway to the lake.

Three Mile Creek is deeply ingrained in Mobile's fabric and is poised for transformation into a community amenity and waterway destination. Addressing stormwater runoff and its pollution will enhance the Watershed's long-term ecological resilience. This project will serve as a valuable "proof of concept" for educating residents on the benefits of nature-based stormwater management amid development and climate change pressures.

The MBNEP offers its enthusiastic support for this proposal. I am available at 251-380-7940 or rswann@mobilebaynep.com should you wish to discuss this proposal or project further.

Respectfully,

Roberta Arena Swann
Director

118 North Royal St. • Suite 601 • Mobile, Alabama 36602 • (251) 431-6409 • Fax (251) 431-6450 • www.mobilebaynep.com

BOARD OF DIRECTORS

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Ken Robinson

ALABAMA COASTAL FOUNDATION
P.O. Box 1073
Mobile, AL 36633
(251) 990-6002

July 23, 2024

Jennifer Greene
Director, Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

Dear Ms. Greene,

I am writing this letter on behalf of the Alabama Coastal Foundation (ACF), a statewide nonprofit organization dedicated to improving and protecting Alabama's coastal environment. ACF supports the City of Mobile's request through the Section 319(h) Grant of ADEM's Nonpoint Source Department's Partnership Performance Grant with EPA Region 4. That vital funding would assist with the removal and redevelopment of existing stormwater infrastructure and implementation of bio-infiltration swales to drain stormwater from a major roadway, through Langan Park and into Langan Lake.

In alignment with the City's recently released Low Impact Design Manual, this project includes a variety of best management practices. The incorporation of rain gardens and bioretention into the stormwater treatment train will create a more natural and aesthetically pleasing approach to stormwater management. This project will also utilize beneficial reuse material from the simultaneous dredging of Langan Lake, avoiding unnecessary material waste in landfills.

The project will be constructed at Langan Park, which is a well-used municipal park and lake within the Three Mile Creek Watershed. The Mobile Bay National Estuarine Program's Three Mile Creek Watershed Management Plan identifies urban stormwater runoff (quantity and quality of this runoff) and altered geomorphology (streambank erosion, sedimentation, etc.) as major health concerns within the watershed. Sediment accumulation impairs stream habitat, reduces storage capacity, and reduces stormwater conveyance capacity. Additionally, the increased sediment, nutrient and pollutant accumulation in the streambed and lake reduces depth and allows for increased summertime water temperatures and lower Dissolved Oxygen (DO) conditions. These factors play a direct role in the biological health of the stream and lake ecosystem and the watershed as a whole.

This project will achieve an overall goal of reducing sediment, nutrient and pollutant loadings in order to diminish the impairments on the drainage stream leading into Langan Lake and maintaining the health of both the stream and the lake. Modernizing the existing drainage feature within the Park will allow it to handle increased stormwater volumes, and will utilize the City's Low Impact Design manual practices to create a more natural stormwater conveyance from the roadway to the lake.

Sincerely,

Mark Berte

Mark Berte, Executive Director

UNIVERSITY OF SOUTH ALABAMA

July 19, 2024

Jennifer Greene
Director, Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

Dear Ms. Greene,

I am writing in support of your request for funding through the Section 319(h) Grant of ADEM's Nonpoint Source Department's Partnership Performance Grant with EPA Region 4. This project will consist of the removal and redevelopment of existing stormwater infrastructure and implementation of bio-infiltration swales to drain stormwater from a major roadway, through Langan Park and into Langan Lake. In alignment with the City's recently released Low Impact Design Manual, this project includes a variety of best management practices. The incorporation of rain gardens and bioretention into the stormwater treatment train will create a more natural and aesthetically pleasing approach to stormwater management. This project will also utilize beneficial reuse material from the simultaneous dredging of Langan Lake, avoiding unnecessary material waste in landfills.

The project will be constructed at Langan Park, which is a well-used municipal park and lake within the Three Mile Creek Watershed. The Mobile Bay National Estuarine Program's Three Mile Creek Watershed Management Plan identifies urban stormwater runoff (quantity and quality of this runoff) and altered geomorphology (streambank erosion, sedimentation, etc.) as major health concerns within the watershed. Sediment accumulation impairs stream habitat, reduces storage capacity, and reduces stormwater conveyance capacity. Additionally, the increased sediment, nutrient and pollutant accumulation in the streambed and lake reduces depth and allows for increased summertime water temperatures and lower Dissolved Oxygen (DO) conditions. These factors play a direct role in the biological health of the stream and lake ecosystem and the watershed as a whole.

This project will achieve an overall goal of reducing sediment, nutrient and pollutant loadings in order to diminish the impairments on the drainage stream leading into Langan Lake and maintaining the health of both the stream and the lake. Modernizing the existing drainage feature within the Park will allow it to handle increased stormwater volumes, and will utilize the City's Low Impact Design manual practices to create a more natural stormwater conveyance from the roadway to the lake.

The University of South Alabama's Gulf Scholars Program is excited to collaborate with the City of Mobile on this project. Through the Gulf Coast Sustainability Seminar, this will include a feature presentation for students, faculty, and the public on low impact design, stormwater management, and the goals of this project. In addition, we look forward to coordinating at least two field-based learning exchanges during the construction of this project, as well as exploring opportunities for student research and other beneficial collaborations.

Sincerely,

Steven B. Scyphers, PhD
Associate Professor, School of Marine and Environmental Sciences &
Department of Sociology, Anthropology, and Social Work
Faculty Director, Gulf Scholars Program
University of South Alabama, 600 Clinic Drive, Mobile, AL 36688
sscyphers@southalabama.edu, P: (251) 460-7136
https://scyphersresearch.wixsite.com/home

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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, between the City of Mobile and the agency listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	State of Alabama Department of Environmental Management (ADEM)
ADEM Project Name:	Three Mile Creek Watershed: Langan Park Storm Water Low Impact Development Project
City Project:	Langan Park Lake Dredging (COM Project No. 2016-3005-34) and Langan Park Stormwater Improvement (COM Project No. 2021-2045-01)
Amount:	$711,900.00

Adopted:

_____

City Clerk

_____

Date

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Alabama Poolworks LLC for 2016 40lb bags of salt for street deicing for Public Works.

Amount of Contract:
$23,929.92

Funding Source
General fund.

ATTACHMENTS:
1. 20250127 Pool Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 Feb 2025 (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 Alabama Poolworks LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Alabama Poolworks LLC for 2016 40lb bags of salt for street deicing for Public Works.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,929.92

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:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11312	2025	(2086F) FLOOD CONTROL	2016 40LB BAGS OF SALT FOR STREET DEICING (PRICE BELOW BID REQUIREMENT)	$23,929.92	(290766) ALABAMA POOLWORKS LLC

Adopted:

_____

City Clerk

```
==================================================================================
  Bill To                              |           Requisition 00011312-00  FY 2025
  ACCOUNTS PAYABLE                     |           PO          25004059
  P O BOX 389                          |Acct No:
                                       |1000.40.20.2070.2086.2070.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Converted                  Page 1
==================================================================================
  Vendor                                    Ship To
  ALABAMA POOLWORKS LLC                     PUB WORKS-FLOOD CONTROL
  19267 S GREENO RD                         770 GAYLE STREET
                                            BEFORE 2:30 PM
                                            MOBILE, AL 36604
  FAIRHOPE, AL 36532

  Tel#251-929-0809
      Fax 251-928-1144

                                            Deliver To
                                            PUB WORKS-FLOOD CONTROL
                                            770 GAYLE STREET
                                            BEFORE 2:30 PM
                                            MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  01/24/25   |290766 |         |                    |FLOOD CONTROL
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------


    THIS PO REPLACES THE VERBAL PO GIVEN BY SANDRA LEWIS OF ENZO1PUBLICWORKS

    THESE AMOUNTS ORDERS WERE VERBAL ORDER PER SHONDA OVER THE PHONE
001 SALT, QUICK DISSOVLE 40 LB BAG           2016.00       11.87000      23929.92
                                                EACH

   1 1000.40.20.2070.2086.2070.0000.0000.44020.                         23929.92

    Ship To
    PUB WORKS-FLOOD CONTROL
    770 GAYLE STREET
    BEFORE 2:30 PM
    MOBILE, AL 36604

    Deliver To
    PUB WORKS-FLOOD CONTROL
    770 GAYLE STREET
    BEFORE 2:30 PM
    MOBILE, AL 36604
```

Requisition Link

```
                                Requisition Total                          23929.92

     ***** General Ledger Summary Section *****
     Account                                          Amount  Remaining Budget
     1000.40.20.2070.2086.2070.0000.0000.44020.
```

Bill To	Requisition 00011312-00 FY 2025
ACCOUNTS PAYABLE	PO 25004059
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted

Vendor
ALABAMA POOLWORKS LLC
19267 S GREENO RD

FAIRHOPE, AL 36532

Tel#251-929-0809
Fax 251-928-1144

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/25	290766				FLOOD CONTROL

Account	Amount	Remaining Budget
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES	23929.92	4897259.33

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

Activity	Date	Clerk	Comment
Approved	01/24/25	SHONNDA SMITH	
Approved	01/24/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/24/25	ASHLEY PHILLIPS	Auto approved by: 910518244
Approved	01/27/25	DONALD ROSE	Auto approved by: 910518227
Approved	01/27/25	SANDRA LEWIS	
Approved	01/27/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/27/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/27/25	LONELL HARRIS	Auto approved by: 910518227
Approved	01/27/25	ANNE FOLEY	Auto approved by: 910518227
Approved	01/27/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for one Bauer Vertecon 6000-psi high- pressure breathing-air compressor with containment fill station for MFRD.

Amount of Contract:
$57,227.80

Funding Source
Capital - Crichton fire station compressor.

ATTACHMENTS:
1. 20250127 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 Feb 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunbelt Fire Inc for one Bauer Vertecon 6000-psi high-pressure breathing-air compressor with containment fill station for MFRD.
Capital - Crichton fire station compressor.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $57,227.80

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: NPP 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:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3754	2025	(1510) FIRE ADMINISTRATION	BAUER VERTECON 6000 PSI HIGH PRESSURE BREATHING-AIR COMPRESSOR WITH CONTAINMENT FILL STATION FOR MFRD (NPP COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$57,227.80	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER QUOTE AND CO-OP PRICING NPP.GOV PS20095			
001	Bauer Compressor: VEC13-E1; NPP.GOV-PS20095 6000psi service-open Vertical Cabinet provides a firm foundation for all pressure bearing components;easy maintenance accessibility 10.0 Horse Power; four stage 1420rpms; charging rate of 13.0 scfm; 368 L/min PLC bsed controller with 7" color HMI touchscreen display Emergency stop push button Zero loss automatic condensate drain system Compressor on/off, final pressure, oil pressure and high temperature shut down Motor overload indication Final separator counter with shutdown and operator indication Unique integrated positioning of base which ensures correct installation P2 purification system with 41,000 cu ft of processing capability ***Note: five year warranty with Bauer as long as the system is	1.00 EACH	30646.80000	30646.80

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	serviced by distributor with OEM parts*** Interstage pressure gauges (locally mounted) Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C1024 .CAPEQUIPMT. .			30646.80
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	Bauer Compressor: VEC13-E1 NPP.GOV-PS20095 electronic CO monitor for compressor with cal kit Vendor Item	1.00 EACH	4464.00000	4464.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1024 .OPERSUPPLS. .			4464.00

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				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			
003	Bauer Compressor: VEC13-E1 NPP.GOV-PS20095 CFS5.5-3S three position CFS equipped with inlet pressure gauge adjustable regulator, regulated pressure gauge, fill control valve and gauges; NFPA 1901 2016 edition standard;accommodates SCBA/SCUBA up to 31" overall length set for 4500psi with univeral adapter; basic system Vendor Item	1.00 EACH	13122.00000	13122.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C1024 .CAPEQUIPMT. .			13122.00

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	Bauer Compressor: VEC13-E1 NPP.GOV-PS20095 fill storage system with 6000psi UN cylinders(4),includes wall retainer with bands and bolts; 3-2ft parker HP hose pigtails with parker fittings; 2-5ft connecting hose that connects compressor to fill storage, fill storage to fill station Vendor Item	1.00 EACH	6995.00000	6995.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C1024 .CAPEQUIPMT. .			6995.00

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				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			
005	Bauer Compressor: VEC13-E1 NPP.GOV-PS20095 Basic installation with air test Vendor Item	1.00 EACH	900.00000	900.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1024 .OPERSUPPLS. .			900.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
006	FREIGHT	1.00 EACH	1100.00000	1100.00
	Additional Description Notes ---------- NPP.GOV-PS20095 Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1024 .OPERSUPPLS. .			1100.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 57227.80

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

```
==============================================================================
  Bill To                            |          Requisition 00003754-00  FY 2025
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.47010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  910520704
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 7
==============================================================================
  Vendor                                  Ship To
  SUNBELT FIRE INC                        FIRE CENTRAL SUPPLY
  8050 MCGOWIN DRIVE                      2851 OLD SHELL ROAD

                                          MOBILE, AL 36607
  FAIRHOPE, AL 36532                      RICHARDSONV@CITYOFMOBILE.ORG

  Tel#251-928-9917                        Delivery Reference
      Fax 251-928-9933                    VICTORIA RICHARDSON

                                          Deliver To
                                          FIRE CENTRAL SUPPLY
                                          2851 OLD SHELL ROAD

                                          MOBILE, AL 36607


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  01/02/25   |198904 |         |                    |FIRE ADMINISTRATION
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
     Account                                            Amount  Remaining Budget
     E C1024     .CAPEQUIPMT.          .              50763.80            772.20
     E C1024     .OPERSUPPLS.          .               6464.00            772.20

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.44020.
                                                         6464.00
        CAPITAL IMPROVEMENTS FUND EXP   OPERATING SUPPLIES
     2000.80.00.0000.0000.0000.0000.0000.47010.
                                                        50763.80
        CAPITAL IMPROVEMENTS FUND EXP   EQUIPMENT (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                  Comment
     Approved  01/02/25   BARRY GLISSON
     Approved  01/02/25   JOHNNY MORRIS            Auto approved by: 910512538
     Approved  01/02/25   JAMES FRANK               Auto approved by: 910512538
     Approved  01/02/25   BARRY GLISSON
     Approved  01/02/25   JOHNNY MORRIS            Auto approved by: 910512538
     Approved  01/02/25   JAMES FRANK               Auto approved by: 910512538
     Rejected  01/02/25   BRENDA RHODES            Check expense strings
     Approved  01/02/25   BRENDA RHODES
     Approved  01/02/25   TIFFANY HOLLINS           Auto approved by: 910511034
     Approved  01/02/25   RELYA MALLORY             Auto approved by: 910511034
     Approved  01/24/25   DONALD ROSE               Auto approved by: 910520704
     Approved  01/24/25   SANDRA LEWIS              Auto approved by: 910520704
     Approved  01/24/25   STEVEN KRONINGER          Auto approved by: 910520704
     Approved  01/24/25   SAMANTHA COOLEY
     Approved  01/24/25   LONELL HARRIS             Auto approved by: 910520704
     Approved  01/24/25   ANNE FOLEY                Auto approved by: 910520704
```

Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 01/24/25 JOHN PAINE		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

npp gov (/)

Welcome **Samantha**

BAUER COMPRESSORS

Publicly Solicited Contract

Expiration Date **Apr 17, 2023**	Renewal Limit **Apr 17, 2026**
Contract # **PS20095**	Lead Public Agency **League of Oregon Cities (https://nppgov.com/profile_list/loc/)**

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Documents | Access Contract | Details

Synopsis

Fire Fighter Self Contained Breathing Apparatus RFP 1920 Synopsis (https://prod-resources.nppgov.com/app/uploads/2020/06/01180432/Fire-Fighter-Self-Contained-Breathing-Apparatus-RFP-1920-Synopsis.pdf)

RFP

npp gov Welcome Samantha

Fire Fighter Self Contained Breathing Apparatus (SCBA) RFP 1920 (https://prod-resources.nppgov.com/app/uploads/2018/05/10013130/RFP-LOC-Solicitation-Document-Self-Contained-Breathing-Apparatus-FINAL.pdf)

IGA MPA

Intergovernmental Agreement (https://prod-resources.nppgov.com/app/uploads/2017/06/28174226/LOC-Intergovernmental-Agreement.pdf)

Bauer Compressors Master Price Agreement (https://prod-resources.nppgov.com/app/uploads/2018/05/10145537/MPA-1920-LOC-and-Bauer-SCBA-DUAL-SIGNATURES.pdf)

Contract Documents

For Best Viewing Results Download Contract Docs

Testimonial

The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.

- Public Employee from Lyon County, Nevada

BAUER Compressors, Inc. is the world's leading manufacturer of high pressure breathing air compressor systems and components. Their 70-year heritage of experience continues to be a benefit to customers worldwide by providing them with a diverse selection of field-proven, high-pressure breathing air solutions. The mission at BAUER COMPRESSORS INC. is to provide the highest quality products and solutions for high pressure air and gas. They are committed to using the latest technology, best materials, most qualified human resources, and the most efficient fabrication techniques. As a result, their equipment solutions offer superior performance, along with best value, and are delivered on time, defect-free and are supported to achieve their maximum potential throughout their entire life-cycle.

Additional Company Information

Bauer Compressors Website (https://www.bauercomp.com/en)

npp gov (/)

Welcome **Samantha**

Contract Overview

Bauer Compressors Contract Overview (https://prod-resources.nppgov.com/app/uploads/2018/05/10145530/Bauer-Contract-Overview-1920-SCBA-V1.pdf)

NPPGov Customer Service

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

Phone: 877.329.8847 (tel:+8773298847)

(https://nppgov.com/)

17930 International Blvd. Suite 900

Seattle, WA 98188 | 877.329.8847 (tel:+8773298847)

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

Contracts

Fire & Rescue (https://nppgov.com/contract_category/fire/)

Law Enforcement (https://nppgov.com/contract_category/law/)

Public Safety (https://nppgov.com/contract_category/ems/)

Government (https://nppgov.com/contract_category/government/)

Education (https://nppgov.com/contract_category/education/)

Nonprofit (https://nppgov.com/contract_category/nonprofit/)

Company

Contact Us (https://nppgov.com/contact-us/)

How NPPGov Contracts Work (https://nppgov.com/how-nppgov-contracts-work/)

About Us (https://nppgov.com/about-us/)

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(https://www.facebook.com/NPPGov)

(https://twitter.com/NPPGov)

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

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Masimo Americas Inc for 4 Masim RAD-57 pulse oximeter kits with SpCO for MFRD.

Amount of Contract:
$18,789.00

Funding Source
EMS expense

ATTACHMENTS:
1. 20250129 Masimo Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 Feb 2025 (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 Masimo Americas Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Masimo Americas Inc for 4 Masim RAD-57 pulse oximeter kits with SpCO for MFRD.
EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,789.00

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:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6709	2025	(1510) FIRE ADMINISTRATION	4 MASIMO RAD-57 PULSE OXIMETER KITS WITH SPCO FOR MFRD (PRICE BELOW BID REQUIREMENT)	$18,789.00	(280710) MASIMO AMERICAS INC

Adopted:

_____

City Clerk

```
==============================================================================
  Bill To                              |          Requisition 00006709-00  FY 2025
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |6120.70.15.0000.0000.1510.0000.0000.44020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910520704
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
==============================================================================
  Vendor                                   Ship To
  MASIMO AMERICAS INC                      FIRE CENTRAL SUPPLY
  52 DISCOVERY                             2851 OLD SHELL ROAD

                                           MOBILE, AL 36607
  IRVINE, CA 92618                         RICHARDSONV@CITYOFMOBILE.ORG

  Tel#800-326-4890                         Delivery Reference
      Fax 949-297-7499                     VICTORIA RICHARDSON

                                           Deliver To
                                           FIRE CENTRAL SUPPLY
                                           2851 OLD SHELL ROAD

                                           MOBILE, AL 36607


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  01/15/25   |280710 |         |                    |FIRE ADMINISTRATION
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------



    AS PER QUOTE 00500458
001 Kit, Rad-57 Handheld, EMS Pkg 1,             4.00     3999.00000      15996.00
    Masimo Rad-57 Kit w. SpCO                    EACH
    measurement, Adult Rainbow sensor,
    RC-01 cable, carry case, item
    #3734 per quote 00500458
    Vendor Item

   1 6120.70.15.0000.0000.1510.0000.0000.44020.                         15996.00

    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


002 WARRANTY  EXTENDED AS FOLLOWS:               4.00      697.00000       2788.00
                                                 EACH
```

Bill To	Requisition 00006709-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
MASIMO AMERICAS INC 52 DISCOVERY IRVINE, CA 92618 Tel#800-326-4890 Fax 949-297-7499	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/25	280710				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes ---------- PROTECTION+ FOR RAD-57, 3 YEAR, 100-3Y, per quote 00500458 Vendor Item Inventory Item/Loc 7979			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			2788.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FREIGHT	1.00 EACH	5.00000	5.00
	Additional Description Notes ---------- per quote 00500458 Vendor Item Inventory Item/Loc 14009			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			5.00

Bill To	Requisition 00006709-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
MASIMO AMERICAS INC 52 DISCOVERY IRVINE, CA 92618 Tel#800-326-4890 Fax 949-297-7499	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/25	280710				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 18789.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020. EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES	18789.00	2465086.25

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

Activity	Date	Clerk	Comment
Forward	01/17/25	JAMES NEESE JR	Automatic Forward to 910521245
Approved	01/24/25	DONALD ROSE	Auto approved by: 910520704
Approved	01/24/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	01/24/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	01/24/25	SAMANTHA COOLEY	
Approved	01/24/25	LONELL HARRIS	Auto approved by: 910520704
Approved	01/24/25	ANNE FOLEY	Auto approved by: 910520704

Bill To	Requisition 00006709-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
MASIMO AMERICAS INC 52 DISCOVERY IRVINE, CA 92618 Tel#800-326-4890 Fax 949-297-7499	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/25	280710				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 01/24/25 JOHN PAINE		Auto approved by: 910520704	
	Approved 01/24/25 LONELL HARRIS		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders to Spire LLC for marketing services for Events and Parks Departments.

Amount of Contract:
$107,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250130 Spire Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 Feb 2025 (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 Orders to Spire LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Spire LLC for marketing services for Events and Parks Departments.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $107,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated 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
8033, 13414	2025	(4010) SPECIAL EVENTS, (2025) OPERATIONS AND CEMETERIES	MARKETING SERVICES FOR EVENTS AND PARKS DEPARTMENTS (PROFESSIONAL SERVICES)	$107,000.00	(290783) SPIRE LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008033-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.42070. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	PARKS & REC EVENTS DIVISION MARYLYN BUSCHELL 48 N. SAGE AVE MOBILE, AL 36607 MARYLYN.BUSCHELL@CITYOFMOBILE.ORG Delivery Reference MARYLYN BUSCHELL Deliver To PARKS & REC EVENTS DIVISION MARYLYN BUSCHELL 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/25	290783				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
001	Professional creative services through September 30, 2025, as per proposal dated January 10, 2025. The nine month budget includes 40 billable hours per month with a rate of $100.00 per hour for a total of $4,000.00 per a month. Total Cost for Creative Services: $36,000.00	360.00 HOUR	100.00000	36000.00
	1 1000.20.20.4010.4010.2005.0000.0000.42070.			36000.00
	Ship To PARKS & REC EVENTS DIVISION MARYLYN BUSCHELL 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference MARYLYN BUSCHELL Deliver To PARKS & REC EVENTS DIVISION MARYLYN BUSCHELL 48 N. SAGE AVE MOBILE, AL 36607			
002	Professional media buy through September 30, 2025, as per proposal dated January 10, 2025.	1.00 EACH	22000.00000	22000.00

Bill To	Requisition 00008033-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.42070. Review: Buyer: Status: Released Page 2

Vendor	Ship To
SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	PARKS & REC EVENTS DIVISION MARYLYN BUSCHELL 48 N. SAGE AVE MOBILE, AL 36607 MARYLYN.BUSCHELL@CITYOFMOBILE.ORG Delivery Reference MARYLYN BUSCHELL Deliver To PARKS & REC EVENTS DIVISION MARYLYN BUSCHELL 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/25	290783				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Professional media buy for $22,000. 00 which may include print, online, radio, and outdoor ads.			
1	1000.20.20.4010.4010.2005.0000.0000.42070.			22000.00

Ship To
PARKS & REC EVENTS DIVISION
MARYLYN BUSCHELL
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
MARYLYN BUSCHELL

Deliver To
PARKS & REC EVENTS DIVISION
MARYLYN BUSCHELL
48 N. SAGE AVE
MOBILE, AL 36607

Requisition Link

Requisition Total 58000.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.42070. EVENTS EXP CONTRACT LABOR	58000.00	

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00008033-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SPIRE LLC	PARKS & REC EVENTS DIVISION
304 CONGRESS STREET	MARYLYN BUSCHELL
	48 N. SAGE AVE
	MOBILE, AL 36607
MOBILE, AL 36603	MARYLYN.BUSCHELL@CITYOFMOBILE.ORG
Tel#773-412-4702	Delivery Reference
	MARYLYN BUSCHELL
	Deliver To
	PARKS & REC EVENTS DIVISION
	MARYLYN BUSCHELL
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/25	290783				SPECIAL EVENTS

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	01/17/25	DONALD ROSE			
	Queued	01/17/25	SANDRA LEWIS			
	Queued	01/17/25	STEVEN KRONINGER			
	Queued	01/17/25	SAMANTHA COOLEY			
	Queued	01/17/25	LONELL HARRIS			
	Queued	01/17/25	ANNE FOLEY			
	Queued	01/17/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013414-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2025.2005.0000.0000.42010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SPIRE LLC	PARKS SAGE AVE
304 CONGRESS STREET	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
MOBILE, AL 36603	HANKINSC@CITYOFMOBILE.ORG
Tel#773-412-4702	Delivery Reference
	CATHY HANKINS
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	290783				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
001	MARKETING PROFESSIONAL SERVICES, 240 HOURS AT $100.00 PER HOUR FOR AN EXTENDED TOTAL AMOUNT OF 24,000. 00. NOTE: PROFESSIONAL MARKETING AND MEDIA PLACEMENT SERVICES FOR PARKS AND RECREATION THROUGH SEPTEMBER 30TH, 2025, AS PER YOUR PROPOSAL DATED JANUARY 10TH, 2025	240.00 EACH	100.00000	24000.00
	1 1000.50.20.2030.2025.2005.0000.0000.42010.			24000.00
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
002	ADVERTISING AND PROMOTION MEDIA PLACE, 1 JOB @ 25,000.00	1.00 EACH	25000.00000	25000.00
	1 1000.50.20.2030.2025.2005.0000.0000.42010.			25000.00

Bill To	Requisition 00013414-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2025.2005.0000.0000.42010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	290783				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			

Requisition Link

Requisition Total 49000.00

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

Account	Amount	Remaining Budget
1000.50.20.2030.2025.2005.0000.0000.42010. OPERATIONS EXP ADVERTISING	49000.00	

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

Activity	Date	Clerk	Comment
Forward	01/28/25	KIM CARMODY	Automatic Forward to 91055604
Approved	01/28/25	DANIEL OTTO	
Queued	01/28/25	DONALD ROSE	
Queued	01/28/25	SANDRA LEWIS	
Queued	01/28/25	STEVEN KRONINGER	

Bill To	Requisition 00013414-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2025.2005.0000.0000.42010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SPIRE LLC	PARKS SAGE AVE
304 CONGRESS STREET	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
MOBILE, AL 36603	HANKINSC@CITYOFMOBILE.ORG
Tel#773-412-4702	Delivery Reference
	CATHY HANKINS
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	290783				OPERATIONS & CEMETERIES

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	01/28/25	SAMANTHA COOLEY			
	Queued	01/28/25	LONELL HARRIS			
	Queued	01/28/25	ANNE FOLEY			
	Queued	01/28/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

C# 5271

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Rosemary Ginn, City Engineer

Sponsored by:
Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with Michael Baker International, Inc. for professional services.

Amount of Contract:
$450,000.00

Funding Source
C0391

ATTACHMENTS:
1. 2025-3005-17 MS4, Storm Water Management Professional Services (Michael Baker International, Inc.)

REVIEWERS:
Jessica White
Rosemary Ginn
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MS4, Storm Water Management Professional Services (D1-7)
COM Project: 2025-3005-17
PROJECT #: C0391 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: MS4 Storm Water Management Consulting

CONTRACT AMOUNT: $450,000.00

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: Rosemary Ginn

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X_; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/27/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods and Gina Gregory

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

Name of Company:	Michael Baker International, Inc.
Project Name:	MS4, Storm Water Management Professional Services (D1-7)
Project Cost:	$450,000.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

PROJECT NO. 2025-3005-17

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of helping municipalities administer their NPDES Municipal Separate Storm Sewer System ("MS4") permits and interface with the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ADEM- Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the CONTRACT.

PROJECT – MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with support and management services associated with compliance activities for the City's NPDES permit. (See Exhibit 1 for Scope of Services).

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control. ENGINEER's scope of service shall be amended if necessary due to an amendment to the CITY's NPDES Permit Storm Water Management Program Plan ("SWMPP"), ADEM rules and regulations and any other applicable change of law.

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of the progress at each meeting. These meetings shall continue until the end of this contract.

ENGINEER shall ensure that all engineers, technical staff, inspectors, observers, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents, any substitutions, replacements, or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as

opined by the CITY ENGINEER, of any of ENGINEER's technical staff, inspectors, observers, engineers, or agents all acts by the ENGINEER, or ENGINEER's technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into ten (10) Tasks.

The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama.

A. Meetings and Support – TASK 1

The ENGINEER shall schedule and conduct Project Kickoff Meeting with the CITY ENGINEER and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the CITY ENGINEER until the end of the PROJECT.

To ensure proper implementation of the City's MS4 program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the CITY ENGINEER.

B. Public Education and Public Involvement – TASK 2

1. The ENGINEER shall assist the CITY ENGINEER with public education and public involvement activities;
2. The ENGINEER shall provide technical review of the updated content on webpage revisions;
3. The ENGINEER shall assist in developing technical content/additional brochures for target pollutant sources and target audiences.
4. The ENGINEER shall assist in organizing clean up events sponsored by the City of Mobile;
5. The ENGINEER shall assist in organizing community meetings in target areas;
6. The ENGINEER shall assist in outreach to target areas identified on litter hot spot maps;
7. The ENGINEER shall assist in developing a litter pilot program, in conjunction with new outreach materials; and/or
8. Provide other assistance as required, as directed by the CITY ENGINEER.

C. Illicit Discharge Detection and Elimination (IDDE) Program Support- TASK 3

1. The ENGINEER shall assist field screening activities;
2. If a suspect non-stormwater discharge is identified, the ENGINEER shall provide assistance as requested by the CITY ENGINEER to evaluate the non-stormwater discharge and to attempt to locate its source.
3. The ENGINEER shall collect and analyze samples of suspect non-stormwater discharges;
4. The ENGINEER shall screen major outfalls scheduled for screening in the City's Storm Water Management Plan (SWMP Plan);

5. The ENGINEER shall initiate location and screening of major outfalls in newly annexed areas in accordance with the City's Stormwater Management Plan (SWMP Plan).
6. The ENGINEER shall provide an outfall screening report for each major outfall screened; and/or
7. The ENGINEER shall provide supplemental training to City staff for outfall mapping and screening

D. Industrial Program Support- TASK 4

1. The ENGINEER shall assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial and municipal facilities;
2. The ENGINEER shall assist in the evaluation and organization of information and data provided by the NPDES facilities;
3. The ENGINEER shall assist in identifying NPDES, TRI, and high-risk commercial and Municipal facilities in newly annexed areas;
4. The ENGINEER shall assist the City with routine inspections of NPDES and TRI facilities and provide technical assistance of classification of high-risk commercial facilities;
5. The ENGINEER shall review DMRs for NPDES permitted facilities by ADEM;
6. If NPDES facility is non-compliant with its NPDES permit from ADEM, the ENGINEER shall assist the City in evaluating the NPDES facility; and
7. The ENGINEER shall assist the City in evaluating industrial facilities.

E. Monitoring Program Support- TASK 5

Wet-Weather Monitoring Program

1. The ENINGEER shall collect grab samples for the required testing parameters in the City's NPDES permit from ADEM semiannually at each of the three (3) monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. The ENGINEER shall collect grab samples from the required testing parameters in the City's Stormwater Management Plan (SWMP Plan) semiannually at each of the eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136

Newly Annexed Area Impaired Stream Evaluation

1. The ENGINEER shall assist in the evaluation of impaired streams within the newly annexed areas; and/or
2. If modifications to the monitoring program is necessary for the newly annexed area, the ENGINEER shall assist with modifications and organization as necessary.

F. Pollutant Source Evaluation- TASK 6

1. The ENGINEER shall evaluate pollutant sources and pollutant removal benefits by watershed associated with;
    a. Structural Controls;
    b. Catch basin cleanings;
    c. Litter Trap;
    d. Litter gitters;
    e. Litter collection activities; and,
    f. Sanitary Sewer Overflows (SSOs)

G. Training and Data Review- TASK 7

1. The ENGINEER shall assist with annual pollution prevention and good housekeeping training for City departments and staff as designated for training by the CITY ENGINEER;
2. The ENGINEER shall provide supplemental training required by various program elements, as requested by the CITY ENGINEER;
3. The ENGINEER shall develop standard operating procedures (SOPs), checklists, and inspection forms for program elements, as requested by the CITY ENGINEER; and,
4. The ENGINEER shall evaluate pollution prevention and housekeeping procedures and practices.

H. 2025 MS4 Annual Report- Task 8

1. Part IV of the City's NPDES Permits defines requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January. The ENGINEER shall assist the City in preparing the Next years MS4 Annual Report in accordance with the NPDES Permit requirements. The ENGINEER shall provide an electronic copy of a Draft MS4 Annual Report to the CITY ENGINEER for review and comment. Upon receipt of the written review comments from the CITY ENGINEER, the MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD, The ENGINEER SHALL SUBMIT THE MS4 Annual Report to ADEM via the electronic submittal system on behalf of the City, after approved by the CITY ENGINEER.
2. All reports documents, figures, Technical Memorandums, and list of asses prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
3. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Ay reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the

CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.

4. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon or incorporates into an electronic file, or other documents, plans, and specifications.

I. Storm Water Management Program Plan (SWMP Plan) Update- TASK 9

1. The ENGINEER shall update the Storm Water Management Program (SWMP) Plan to incorporate any changes implemented in newly annexed areas or that are implemented by the CITY ENGINEER or to incorporate any public comments received.

J. Post Construction Program Support- TASK 10

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. The ENGINEER shall provide support as rested by the CITY ENGINEER that may include;

1. The ENGINEER shall develop and/or revise design, as-built and inspection smart forms in Excel for Best Management Practices (BMPs) used to address post-construction stormwater management;
2. The ENGINEER shall assist with the review of qualifying new and redevelopment projects to determine if they meet the updated post-construction stormwater management requirements;
3. The ENGINEER shall assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the updated post-construction stormwater management requirements
4. The ENGINEER shall assist the CITY ENGINEER in maintaining an inventory of qualifying new and redevelopment projects; and
5. The ENGINEER shall evaluate inspections submitted for new and redeveloped projects accuracy and completeness of the data reported.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. This agreement shall have an effective date as set forth above and shall remain in effect until January 31st, 2026, and renew for up to two additional one-year periods upon the written request of the City. Upon each renewal, the parties will assess the capacity of the City to assume additional responsibility for management of its MS4 program and will reduce the

Consultant's Scope of Work as appropriate without jeopardizing the City's ability to comply with the requirements of its NPDES permit for its MS4. The price of the contract for a renewal period may be decreased by agreement of the parties to appropriately represent the shift, if any, in the Scope of the Work from the ENGINEER to the City

2. The CITY may terminate this Agreement for any reason with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination all finished unfinished documents, data, studies, surveys, drawing, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspend the PROJECT for more than ninety (90) consecutive days, the ENGINEER, may terminate this CONTRACT by giving thirty (30) days written notice.

3. The CITY and the ENGINEER each binds its, its successors, and assigns, to the other part of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or license of any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at the CITY's discretion.

4. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the term of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineers Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY 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 3 and as authorized by the CITY as follow;

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

    a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in

Section III. A-J of this CONTRACT shall not exceed $450,000.00 (Four Hundred Fifty Thousand Dollars and Zero Cents), inclusive of direct costs or expenses outlined on Exhibit 4.

b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

B. ADDITIONAL SERVICES

a. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed $5,000.00 (Five Thousand Dollars and no cents).

b. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY. The CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed $455,000.00 (Four Hundred Fifty-five Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

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

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability,

Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is **Capital.** Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

MICHAEL BAKER INTERNATIONAL, INC.

By:_____

Print: Jeffrey D. May

Its: Vice President

Address: 11 N. Water St., 14290
Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Natalie A. Kent, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of MICHAEL BAKER INTERNATIONAL INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 16th day of January, 2025

Natalie A. Kent
NOTARY PUBLIC

My Commission Expires: 7/18/27

NOTARY PUBLIC

EXHIBIT 1: SCOPE OF SERVICES

CITY OF MOBILE – EXHIBIT 1

MS4 Program Support
2025 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of approved DBE sub consultant(s) to assist with public education and public involvement activities;
2. Provide technical assistance on webpage revisions;
3. Assist in developing brochures for target pollutant sources and target audiences;
4. Assist in organizing clean up events sponsored by City of Mobile;
5. Assist in organizing community meetings in target areas;
6. Assist in outreach to target areas identified on litter hot spot maps;
7. Assist in developing a litter pilot program; and/or,
8. Provide other assistance as requested.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of approved DBE sub consultant(s) to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2025;
5. Initiate outfall location and screening to identify regulated outfalls in annexed areas in accordance with the Stormwater Management Program Plan (SWMPP);
6. Provide an outfall screening report for each major outfall screened; and/or,
7. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in identifying NPDES, TRI, high risk commercial facilities and Municipal facilities in annexed areas;
3. Assist in the evaluation and organization of information and data provided by NPDES facilities;

4. Review DMRs for NPDES permitted facilities;
5. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
6. Assist the City in evaluating industrial facilities;
7. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
8. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Evaluate impaired streams within the annexed areas to determine if modifications to the monitoring program is warranted.

Pollutant Source Evaluation

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

1. Structural controls;
2. Catch basin cleanings;
3. Litter trap;
4. Litter gitters;
5. Litter collection activities; and,
6. Sanitary sewer overflows (SSOs)

Training and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team may:

1. Retain the services of approved DBE sub consultant(s) to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Periodically review data and information collected throughout the year.
3. Perform internal audit support, as requested by the City, of the City's MS4 program to determine compliance status with the City's NPDES permit;

4. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements, as requested by the City; and,
5. Evaluate pollution prevention and good housekeeping practices.

MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2024. The Consultant shall assist the City in preparing the 2025 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2025 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2025 MS4 Annual Report shall be finalized and three (3) copies of the Final 2025 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

SWMP Plan Update

As program components are implemented in the newly annexed areas, update the SWMP plan to incorporate the program components implemented.

Post-Construction Program Support

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop and/or revise design, as-built, and inspection excel smart forms for BMPs used to address post-construction stormwater management;
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the City's post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the City's post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Evaluate inspections reported by others to determine accuracy and completeness of data.

Additional Services

Provide additional support assistance that may include but is not limited to the following:

1. Evaluate stormwater related issues or problems;
2. Evaluate non-stormwater discharge complaints;

3. Evaluate on-going constructions sites for compliance with the City's erosion and sediment control requirements;
4. Provide supplemental training required by various program elements;
5. Evaluate hardware and software solutions that streamline data collection workflows and facilitate organization data for permit compliance;
6. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements;
7. Evaluate innovative technologies that may be used to development trends, construction activities, suspect non stormwater discharges, sediment migration, etc.; and,
8. Assist the City with performing/documenting site inspections of public works and public services infrastructure repairs.
9. Assist with a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers;

EXHIBIT 2: PROJECT ESTIMATE

PROJECT- MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST- Total fees to be paid to the ENGINEER shall not exceed $450,000.00 **[Four Hundred Fifty Thousand Dollars and Zero Cents]** unless authorized by the CITY.

CITY DISTRICT: Districts 1, 2, 3, 4, 5, 6, 7

SUMMARY

Labor		
Meetings and Support	$ 73,630	
Public Education and Public Involvement	$ 25,000	
Illicit Discharge Detection and Elimination (IDDE) Program Support	$ 86,820	
Industrial Program Support	$ 11,900	
Monitoring Program Support	$ 38,900	
Pollutant Source Evaluation	$ 27,000	
Training and Data Review	$ 50,000	
MS4 Annual Report	$ 76,500	
SWMP Plan Update	$ 16,500	
Post-Construction Program Support	$ 28,750	
Subtotal Labor		$ 435,000
Expenses		
Laboratory Testing	$ 7,000.00	
Mileage, Testing Supplies, Equipment Rental	$ 8,000.00	
Subtotal Expenses		$ 15,000
Total		$ 450,000

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	285	$ 210	$ 59,850	
Engineer		$ 140	$ -	
Technician III	98	$ 110	$ 10,780	
Environmental Scientist / Technician I		$ 105		
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 3,000	
Subtotal	383			$ 73,630

Public Education and Public Involvement	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	100	$ 210	$ 21,000	
Engineer		$ 140	$ -	
Technician III		$ 110	$ -	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 4,000	
Subtotal	100			$ 25,000

Illicit Discharge Detection and Elimination (IDDE) Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	160	$ 210	$ 33,600	
Engineer	67	$ 140	$ 9,380	
Technician III	140	$ 110	$ 15,400	
Environmental Scientist / Technician I	208	$ 105	$ 21,840	
Clerical / Office Administrative Assistant	16	$ 100	$ 1,600	
Sub Consultants			$ 5,000	
Subtotal	591			$ 86,820

Industrial Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	20	$ 210	$ 4,200	
Engineer		$ 140	$ -	
Technician III	70	$ 110	$ 7,700	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ -	
Subtotal	90			$ 11,900

Monitoring Program Support	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	80	$ 210	$ 16,800	
Engineer		$ 140	$ -	
Technician III	50	$ 110	$ 5,500	
Environmental Scientist / Technician I	120	$ 105	$ 12,600	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultants			$ 4,000	
Subtotal	250			$ 38,900

Pollutant Source Evaluation	Hours	Hourly Rate	Cost	Total
Sr. Project Manager	80	$ 210	$ 16,800	
Engineer		$ 140	$ -	
Technician III	60	$ 110	$ 6,600	
Environmental Scientist / Technician I		$ 105	$ -	
Clerical / Office Administrative Assistant	6	$ 100	$ 600	
Sub Consultants			$ 3,000	
Subtotal	146			$ 27,000

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Training and Data Review		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		130	$ 210	$ 27,300	
Engineer			$ 140	$ -	
Technician III		120	$ 110	$ 13,200	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		20	$ 100	$ 2,000	
Sub Consultants				$ 7,500	
	Subtotal	270			$ 50,000

2024 MS4 Annual Report		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		200	$ 210	$ 42,000	
Engineer			$ 140	$ -	
Technician III		240	$ 110	$ 26,400	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		81	$ 100	$ 8,100	
Sub Consultants				$ -	
	Subtotal	521			$ 76,500

SWMP Plan Update		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		55	$ 210	$ 11,550	
Engineer			$ 140	$ -	
Technician III		45	$ 110	$ 4,950	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	100			$ 16,500

Post Construction Program Support		Hours	Hourly Rate	Cost	Total
Sr. Project Manager		95	$ 210	$ 19,950	
Engineer			$ 140	$ -	
Technician III		80	$ 110	$ 8,800	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	175			$ 28,750

EXHIBIT 3: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
2025 SCHEDULE OF FEES
FY25 MS4 Program

CLASSIFICATION	HOURLY RATES
Senior Project Manager	$ 210.00
Engineer	$ 140.00
Technician III	$ 110.00
Environmental Scientist/Technician I	$ 105.00
Clerical / Office Administrative Assistant	$ 100.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.70 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until January 31, 2026.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1	$73,630.00
Task 2	$25,000.00
Task 3	$86,820.00
Task 4	$11,900.00
Task 5	$38,900.00
Task 6	$27,000.00
Task 7	$50,000.00
Task 8	$76,500.00
Task 9	$16,500.00
Task 10	$28,750.00
Expenses	$15,000.00

Base Contract Amount **$ 450,000.000**

Additional Services (If requested in writing by the City Engineer) ..... $ 5,000.00

Total Contract Amount including Additional Services **$ 455,000.00**

EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT 6: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/07/2025

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

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

PRODUCER
Aon Risk Services Central, Inc.
Pittsburgh PA Office
EQT Plaza ~ Suite 2700
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Michael Baker International, Inc.
11 N. Water Street, Suite 14290
Mobile AL 36602 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America Inc	24554
INSURER B:	Allied World Surplus Lines Insurance Co	24319
INSURER C:	Zurich American Ins Co	16535
INSURER D:	American Guarantee & Liability Ins Co	26247
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570110386356 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL0419728103	08/30/2024	08/30/2025	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
							SIR/Deductible	$250,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 4197284 03	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Deductible	$100,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION			AUC053258206 SIR applies per policy terms & conditions	08/30/2024	08/30/2025	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC419728203 AOS	08/30/2024	08/30/2025	X PER STATUTE OTH-ER	
C				WC419728503 WI	08/30/2024	08/30/2025	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Per Claim Aggregate SIR/Deductible	$1,000,000 $5,000,000 $200,000

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

RE: MB Project name: City of Mobile Stormwater Management (MS4) Program (FY 2025). City of Mobile, 205 Government Street, Mobile AL 36602 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation Policies. Should General Liability, Automobile Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

City of Mobile Alabama
PO Box 1827
205 Government Street, 3rd Floor, South Tower
Mobile AL 36633-1827 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570110386356

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AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER: See Certificate Number: 570110370747	
CARRIER: See Certificate Number: 570110370747 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

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EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 1/16/2025

Title: Project Manager

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

Name: Brian Morgan Title: Project Manager

E-mail: Brian.Morgan@mbakerintl.com Phone: 251-341-3128

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # N/A Your Bid/Proposal Amount $ N/A Date: 1 / 16 / 2025

Description City of Mobile Storm Water Management

Name of Bidder/Proposer: Michael Baker International, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount *	DBE?	Official Verification Only
Ephriam & Associates, LLC	251-259-7940	Meetings/Pub/Ed/IDDE/Monitoring/Training	$7,500.00	1.72%	Yes	
Sidney H. May PE, LLC	205-915-3937	Meetings/Public Education/Training	$15,000.00	3.45%	Yes	
GeoAnalytics, LLC	251-404-1775	Meetings/Data Analysis	$4,000.00	0.92%	Yes	

% of contract amount minus expenses.

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

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

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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President/~~CEO~~ of Michael Baker International, Inc (MBI)

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for MBI that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

VP
~~CEO~~ of Michael Baker International, Inc

Sworn to and subscribed before me this the 16th day of January, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Brenna R. Hewett

BRENNA R. HEWETT
MY COMMISSION EXPIRES
MARCH 24, 2026
NOTARY PUBLIC
STATE OF ALABAMA

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Rosemary Ginn, City Engineer
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Joel Daves, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Accept Fee Simple Right of Way Deed and Deed for Temporary Easement for Tract 44, located at Airport and Azalea Roads, by donation, City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508 (600) McGregor Avenue Widening from Airport Boulevard to Dauphin Street

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. RESOLUTION Jan 2025 - McGregor Tct 44
2. TRACT 44 STPMB-7508(600) PAR & TCE SIGNED
3. 01-290 ALDOT Contract.Resolution

REVIEWERS:
Stacey Howard
Carleen Stout
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to accept Deeds for the acquisition of a right-of-way tract for City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508 (600) McGregor Avenue Widening from Airport Boulevard to Dauphin Street as set out in the instruments attached hereto:

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-290 on July 31, 2012:

Tract 44: Fee Simple Right of Way Deed and Deed for Temporary Easement, from 837 Gulf Shores Parkway, LLC, by donation.

SAID DOCUMENTS are by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Deputy Director of Real Estate Asset Management of the City of Mobile.

BE IT FURTHER RESOLVED THAT:

All approved and funded in accordance with the Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-290 on July 31, 2012.

Adopted:

_____

City Clerk

FORM ROW-4
Rev 10/09

THIS INSTRUMENT PREPARED BY
THOMPSON ENGINEERING, INC.
MARK A. WATTIER - PLS
2970 COTTAGE HILL ROAD, STE 190
MOBILE, ALABAMA 36606

STATE OF ALABAMA	)	**PROJECT NO.**	**STPMB-7508 (600)**
		CPMS PROJ. NO.	**100052600**
COUNTY OF MOBILE	)	**TRACT NO.**	**44**

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), **837 GULF SHORES PARKWAY, LLC,** a Mississippi limited liability corporation, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the NW ¼ of NE ¼, Section 26, Township 4 South, Range 2 West, identified as Tract No. 44 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rebar (R&C) at the southwest corner of Lot 1, Max Oil Subdivision, as recorded in Map Book 81, Page 101 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 01°03'49" E and along the west line of said Lot 1 and along the present east R/W line of Azalea Road (variable R/W) a distance of 137.00 feet to a point on the acquired R/W line (said point offset 40.58' RT of and perpendicular to project centerline at Sta 9+07.01), which point is the point of BEGINNING;

thence N 01°03'49" E and along the west line of said Lot 1 and along the present east R/W line of said Azalea Road a distance of 10.00 feet to a capped rebar (Wattier) on the present south R/W line of Airport Boulevard (variable R/W), said point being the northwest corner of said Lot 1;

thence N 89°50'48" E and along said present south R/W line and along the north line of said Lot 1 a distance of 25.00 feet to a point on the acquired R/W line (said point offset 65.60' RT of and perpendicular to project centerline at Sta 9+17.49);

thence S 01°03'49" W and along said acquired R/W line a distance of 10.00 feet to a point on said acquired R/W line (said point offset 65.58' RT of and perpendicular to project centerline at Sta 9+07.49);

thence S 89°-50'-48" W and along said acquired R/W line a distance of 25.00 feet to the point of BEGINNING.

The described parcel contains 0.01 acre (250 s.f.), more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

FORM ROW-4
Rev 10/09

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 30 day of Dec, 20 24

837 GULF SHORES PARKWAY, LLC

By: John Nutie Dowdle
As Its: Authorized Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF MS)
COUNTY OF Lowndes)

I, Anita D. Brown, a Notary Public in and for said County, in said State, hereby certify that John Nutie Dowdle whose name as Managing Member of 837 Gulf Shores Parkway, LLC, a Mississippi limited liability corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

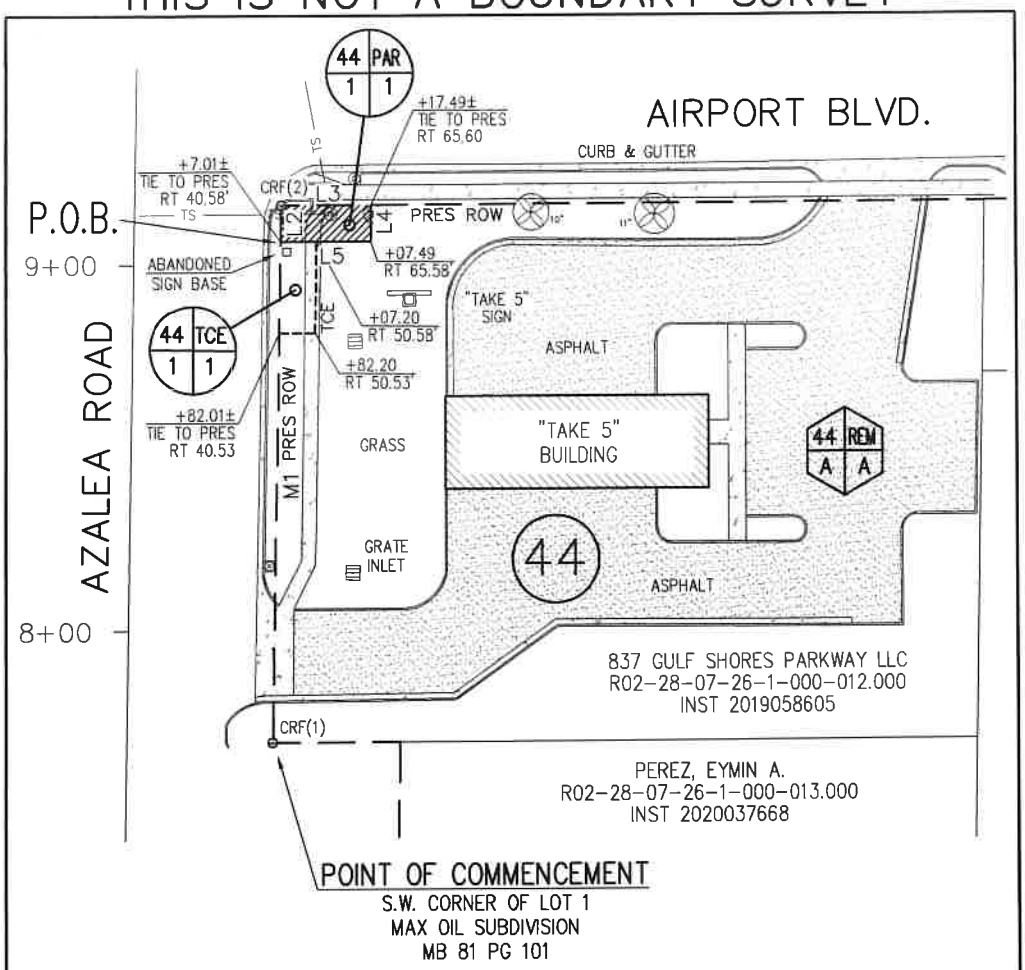
Given under my hand this 30th day of Dec., A.D. 2024.

Anita D. Brown
Official Title Notary Public
My Commission Expires 10-14-2028

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 103708 SEAL ANITA D. BROWN Commission Expires Oct. 14, 2028 LOWNDES COUNTY

[CONTINUES ON FOLLOWING PAGE]

THIS IS NOT A BOUNDARY SURVEY



LEGEND

P.O.B.	POINT OF BEGINNING
CRF(1)	CAPPED REBAR (R&C)
CRF(2)	CAPPED REBAR (WATTIER)
(TR)	TRAFFIC SIGNAL POLE
—— TS ——	OVERHEAD TRAFFIC SIGNAL LINE
	ORNAMENTAL TREE

TRACT 44, PARCEL 1 OF 1
AREA = 0.01 ACRE; 250 S.F.

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N01°03'49"E	137.00'		
L2	N01°03'49"E	10.00'		
L3	N89°50'48"E	25.00'		
L4	S01°03'49"W	10.00'		
L5	S89°50'48"W	25.00'		

0 40 80 120

Tract #:	44	Scale:	1" = 40'
Grantor(s)		State:	Alabama
837 GULF SHORES PARKWAY LLC		County:	Mobile
Total Before:	0.59 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.01 AC	CPMS #:	100052600
Total Remainder:	0.58 AC	Date:	November 7, 2024
		Sketch:	1 of 1

ROW-FORM-4

JOINDER BY LESSEE

The undersigned Take S Properties SPV LLC, a Delaware limited liability company, as lessee under that certain Lease with Charles K. McPherson, Sr., as lessor, dated May 2, 2019, and that certain Assignment of Leases and Security Deposits between Charles K. McPherson, Sr., Seller, and 837 Gulf Shores Parkway, LLC, Buyer, dated October 1, 2019, as evidenced by the Statutory Warranty Deed dated September 28, 2019 and recorded in the Probate Office of the Mobile County, Alabama, on October 4, 2019, does hereby join in this conveyance and acknowledges and agrees that its rights under said lease are terminated with respect to that portion of the leased premises lying within the property conveyed by this deed from Grantor to the City of Mobile.

IN WITNESS WHEREOF, said lessee has set its hand and seal this 13th day of January, 2025.

TAKE S PROPERTIES SPV LLC

By: [signature]

By: Anthony Winchester

As its: Vice President - Legal, Real Estate

STATE OF North Carolina)

COUNTY OF Mecklenburg

I, Crystal M. Campbell, a Notary Public, in and for said County, in said State, hereby certify that Anthony Winchester whose name as VP- Legal, Real Estate of Take S Properties SPV LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13th day of January, 2025

[signature]

NOTARY PUBLIC

My commission Expires 1-6-2028

CRYSTAL M. CAMPBELL
NOTARY PUBLIC
Mecklenburg County, North Carolina
Commission Number 19970450071
My Commission Expires January 6, 2028

ROW-FORM 6-A

THIS INSTRUMENT PREPARED BY
THOMPSON ENGINEERING, INC.
MARK A. WATTIER - PLS
2970 COTTAGE HILL ROAD, STE 190
MOBILE, ALABAMA 36606

STATE OF ALABAMA

COUNTY OF MOBILE

PROJECT NO. STPMB-7508 (600)
CPMS PROJ.NO. 100052600
TRACT NO. 44

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) **837 GULF SHORES PARKWAY, LLC,** a Mississippi limited liability corporation, have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

A part of the NW ¼ of NE ¼, Section 26, Township 4 South, Range 2 West, identified as Tract No. 44 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

TCE 1 of 1:

Commencing at a capped rebar (R&C) at the southwest corner of Lot 1, Max Oil Subdivision, as recorded in Map Book 81, Page 101 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 01°03'49" E and along the west line of said Lot 1 and along the present east R/W line of Azalea Road (variable R/W) a distance of 112.00 feet to a point on the acquired TCE line (said point offset 40.53' RT of and perpendicular to project centerline at Sta 8+82.01), which point is the point of BEGINNING;

thence N 01°03'49" E and along the west line of said Lot 1 and along the present east R/W line of said Azalea Road a distance of 25.00 feet to a point on the acquired TCE line (said point offset 40.58' RT of and perpendicular to project centerline at Sta 9+07.01);

thence N 89°50'48" E and along said acquired TCE line a distance of 10.00 feet to a point on the acquired TCE line (said point offset 50.58' RT of and perpendicular to project centerline at Sta 9+07.20);

thence S 01°03'49" W and along said acquired TCE line a distance of 25.00 feet to a point on said acquired TCE line (said point offset 50.53' RT of and perpendicular to project centerline at Sta 8+82.20);

thence S 89°-50'-48" W and along said acquired TCE line a distance of 10.00 feet to the point of BEGINNING.

The described parcel contains 0.01 acre (250 s.f.), more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, *the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.*

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the 30 day of Dec, 20 24

837 GULF SHORES PARKWAY, LLC

By: John Nutie Dowdle

As Its: Authorized Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF MS)

COUNTY OF Lowndes)

I, Anita D. Brown a Notary Public in and for said County, in said State, hereby certify that John Nutie Dowdle whose name as Managing Member of 837 Gulf Shores Parkway, LLC, a Mississippi limited liability corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 30th day of Dec., A.D. 2024.

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 103708 ANITA D. BROWN Commission Expires Oct. 14, 2025 LOWNDES COUNTY

SEAL

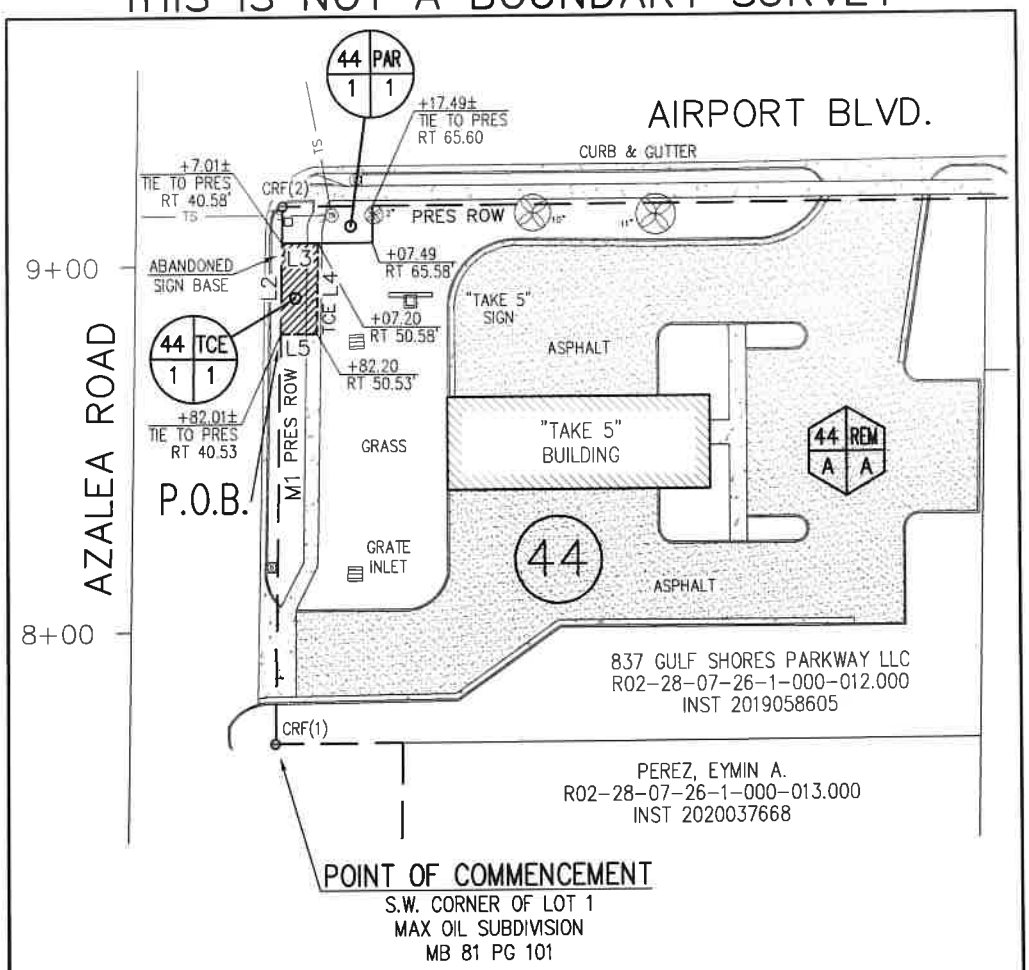
Anita D. Brown

Official Title Notary Public

My Commission Expires 10-14-2024

[CONTINUES ON FOLLOWING PAGE]

THIS IS NOT A BOUNDARY SURVEY



LEGEND

P.O.B.	POINT OF BEGINNING
CRF(1)	CAPPED REBAR (R&C)
CRF(2)	CAPPED REBAR (WATTIER)
TR	TRAFFIC SIGNAL POLE
—— TS ——	OVERHEAD TRAFFIC SIGNAL LINE
	ORNAMENTAL TREE

TRACT 44, TCE 1 OF 1
AREA = 0.01 ACRE; 250 S.F.

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N01°03'49"E	112.00'		
L2	N01°03'49"E	25.00'		
L3	N89°50'48"E	10.00'		
L4	S01°03'49"W	25.00'		
L5	S89°50'48"W	10.00'		

0 40 80 120

Tract #:	44	Scale:	1" = 40'
Grantor(s)		State:	Alabama
837 GULF SHORES PARKWAY LLC		County:	Mobile
Total Before:	0.59 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.01 AC	CPMS #:	100052600
Total Remainder:	0.58 AC	Date:	November 7, 2024
		Sketch:	1 of 1

ROW-FORM 6-A

CONSENT OF LESSEE

The undersigned Take 5 Properties SPV LLC, a Delaware limited liability company, as lessee under that certain Lease with Charles K. McPherson, Sr., as lessor, dated May 2, 2019, and that certain Assignment of Leases and Security Deposits between Charles K. McPherson, Sr., Seller, and 837 Gulf Shores Parkway, LLC, Buyer, dated October 1, 2019, as evidenced by the Statutory Warranty Deed dated September 28, 2019 and recorded in the Probate Office of the Mobile County, Alabama, on October 4, 2019, does hereby consent to the granting of this Deed for Temporary Construction Easement; provided, however, that this consent does not terminate said lessee's rights under the said Lease in the portion of the leased premises made subject to the Temporary Construction Easement granted to the City of Mobile, but rather makes said lessee's rights subject to the rights of the City arising under this Deed for Temporary Construction Easement for the duration thereof.

IN WITNESS WHEREOF, said lessee has set its hand and seal this 13th day of January, 2025.

TAKE 5 PROPERTIES SPV LLC

By: [signature]

By: Anthony Winchester

As its: Vice President - Legal, Real Estate

STATE OF North Carolina)

COUNTY OF Mecklenburg)

I, Crystal M. Campbell, a Notary Public, in and for said County, in said State, hereby certify that Anthony Winchester whose name as Vice President-Legal, RE of Take 5 Properties SPV LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13th day of January, 2025.

[signature]

NOTARY PUBLIC

My commission Expires 1-6-2028

CRYSTAL M. CAMPBELL
NOTARY PUBLIC
Mecklenburg County, North Carolina
Commission Number 19970450071
My Commission Expires January 6, 2028

01-290

RESOLUTION 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

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 construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: McGregor Ave. from Dauphin St. to Airport Blvd.
Mobile County STPMB-7508 () *Right of Way Agreement*

Estimated Total Cost: $2,080,000.00

Estimated City Funds: $416,000.00

Adopted: JUL 3 1 2012

Lisa C. Lambert
City Clerk

RESOLUTION NUMBER 01-290 2012

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

   Right-of-Way Agreement for Project STPMB-7508 ( ), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;

3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 2012.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 2012, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 2012.

City Clerk

K-11-0141

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE

Project STPMB-7508 ( )
Project Reference Number 100052600
McGregor Avenue Additional Lanes from
Dauphin Street to Airport Boulevard
in the City of Mobile

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) This Agreement will cover only the right-of-way acquisition phase of the work.

(2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

(3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.

(4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Right-of-Way Acquisition	$2,080,000	$1,664,000	$416,000
TOTAL	$2,080,000	$1,664,000	$416,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

(5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.

(6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.

(10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

(11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

(12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.

(15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.

(16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

_____
City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

By:_____
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY:_____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

_____
Division Engineer, Vincent E. Calametti

_____
Multimodal Transportation Engineer
Robert J. Jilla

_____
Chief Engineer, D. W. Vaughn

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

_____
Transportation Director,

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20_____.

_____
GOVERNOR OF ALABAMA,

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contact, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Rosemary Ginn, City Engineer
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Joel Daves, Councilmember
William Stimpson, Mayor
Cory Penn, Councilmember
Gina Gregory, Councilmember

Purpose and Scope of Project:
Accept Fee Simple Right of Way Deed and Deed for Temporary Easement, for Tract 2, located at Dauphin Street, by donation, City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB-7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. RESOLUTION Jan 2025 - Dauphin Tct 2
2. TRACT 2 STPMB-7533(601) PAR SIGNED
3. TRACT 2 STPMB-7533(601) TCE SIGNED
4. 2018-3005-26 ALDOT & City ROW Acq 09.28.2012
5. 2018-3005-26 ALDOT & City_Supplem_ROW Acq 1 11.26.2018

REVIEWERS:
Stacey Howard
Carleen Stout
Chris Kern

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Members, Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to accept Deeds for the acquisition of a right-of-way tract for City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB-7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue as set out in the instruments attached hereto:

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-688 on October 09, 2018, as Supplemental Agreement, amending Agreement dated September 28, 2012, Resolution 01-288:

Tract 2: Fee Simple Right of Way Deed and Deed for Temporary Easement, from Springhill Realty Associates, by donation.

SAID DOCUMENTS are by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Deputy Director of Real Estate Asset Management of the City of Mobile.

BE IT FURTHER RESOLVED THAT:

All approved and funded in accordance with the Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-688 on October 09, 2018, as Supplemental Agreement, amending Agreement dated September 28, 2012, Resolution 01-288.

Adopted:

_____

City Clerk

FORM ROW-4
Rev 10/09

THIS INSTRUMENT PREPARED BY
MOTT MACDONALD
MARK A. WATTIER - PLS
107 ST. FRANCIS STREET, STE 2900
MOBILE, ALABAMA 36602

STATE OF ALABAMA	)	**PROJECT NO.**	**STPMB-7533(601)**
		CPMS PROJ. NO.	
COUNTY OF MOBILE	)	**TRACT NO.**	**2**

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One dollar ($ 1.00) cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Springhill Realty Associates, an Alabama general partnership, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the NW ¼ of the NE ¼, Section 24, Township 4 South, Range 2 West, identified as Tract No. 2 on Project No. STPMB-7533(601) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 5/8" rebar at the northwest corner of Lot 3, Springhill Medical Complex, as recorded in Map Book 43, Page 75 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 39°54'54" W and along the northeast property line of Lot B, Springhill Memorial Subdivision, as recorded in Map Book 89, Page 80 of the records in the office of the Judge of Probate, Mobile County, Alabama, a distance of 175.81 feet to the present south right-of-way line of a 40' Service Road;

thence N 50°27'31" E along said present R/W line a distance of 225.19 feet to a point on said present R/W line;

thence following the curvature thereof, a spiral curve, and along said present R/W line to a point on the acquired R/W line (said point offset 90.69' RT and perpendicular to the project center line at station 115+39.32) (said spiral curve having a chord bearing of N 52°17'03" E, a clockwise direction, and a chord distance of 151.02 feet), which point is the Point of Beginning;

thence following the curvature thereof, a spiral curve, and along said present R/W line to the northeast corner of Lot 1, Springhill Medical Complex, as recorded in Map Book 43, page 75 of the records in the office of the Judge of Probate, Mobile County, Alabama (said point offset 89.80' RT and perpendicular to the project center line at station 115+68.68) (said spiral curve having a chord bearing of N 54°26'39" E, a clockwise direction, and a chord distance of 29.38 feet);

thence S 00°34'25" W along the east property line of said Lot 1 a distance of 30.24 feet to the acquired R/W line (said point offset 114.88' RT and perpendicular to the project center line at station 115+49.97);

thence N 60°52'40" W along the acquired R/W line a distance of 27.02 feet to the Point of Beginning.

The described parcel contains 0.01 acre (360 s.f.), more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 14th day of January, 2025.

Springhill Realty Associates, an Alabama general partnership

James M Harrison

By [signature]

As Its Authorized Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, Courtney B Barnes, a Notary Public in and for said County, in said State, hereby certify that James M Harrison whose name as _____ of the Springhill Realty Associates, an Alabama general partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

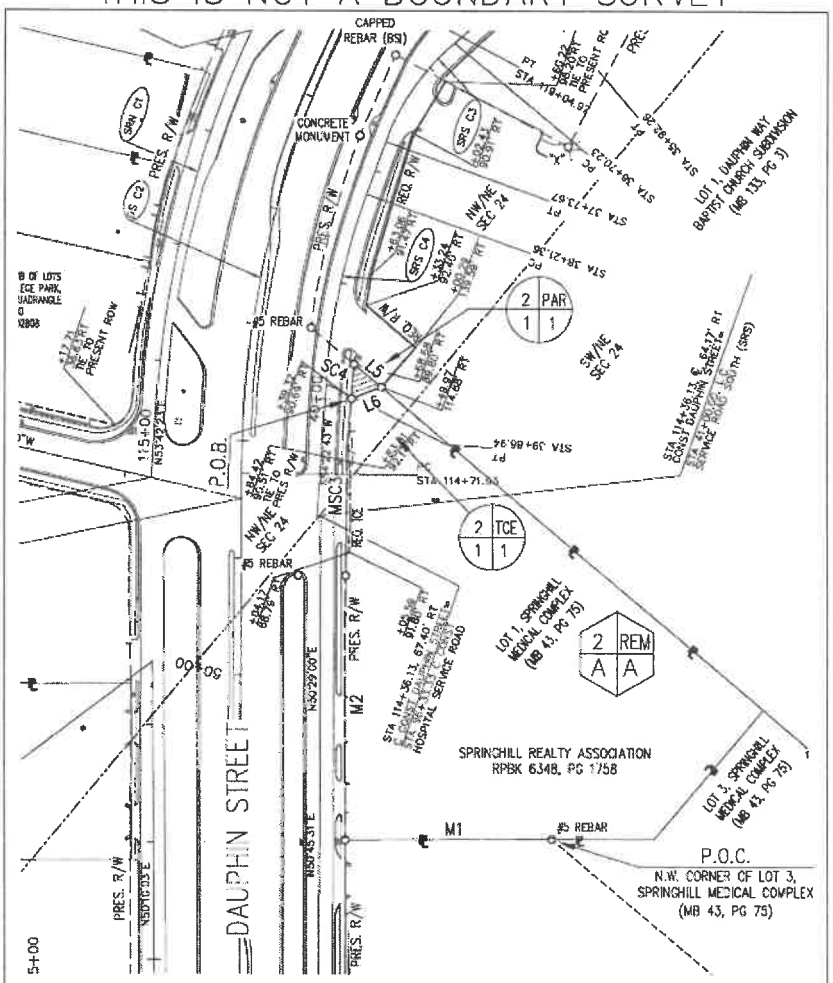
Given under my hand this 14th day of January, A.D. 2025.

COURTNEY B. BARNES
COMMISSION EXPIRES
JULY 17, 2027
NOTARY PUBLIC
STATE OF ALABAMA

Courtney B Barnes

Official Title Notary Public

THIS IS NOT A BOUNDARY SURVEY



TRACT 2, PAR 1 OF 1 AREA = 0.01 ACRE; 360 S.F.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N39°54'54"W	175.81'		
M2	N50°27'31"E	225.19'		
MSC3	N52°17'03"E	151.02'	SPIRAL	CW
SC4	N54°26'39"E	29.38'	SPIRAL	CW
L5	S00°34'25"W	30.24'		
L6	N60°52'40"W	27.02'		

N

SECTION 24
T-4-S, R-2-W

0 100 200

1" = 100'

Tract #:	2	Scale:	1" = 100'
Grantor(s)		State:	Alabama
SPRINGHILL REALTY ASSOCIATION		County:	Mobile
Total Before:	2.00 AC	Project:	STPMB-7533(601)
Total Acquired:	0.01 AC	CPMS #:	100052458
Total Remainder:	1.99 AC	Date:	SEPTEMBER 27, 2024
		Sketch:	1 of 1

THIS INSTRUMENT PREPARED BY
MOTT MACDONALD
MARK A. WATTIER - PLS
107 ST. FRANCIS STREET, STE 2900
MOBILE, ALABAMA 36602

STATE OF ALABAMA

COUNTY OF MOBILE

PROJECT NO. STPMB-7533(601)
CPMS PROJ. NO.
TRACT NO. 2

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One dollar ($ 1.00) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) Springhill Realty Associates, an Alabama general partnership, have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7533(601) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

A part of the NW ¼ of the NE ¼, Section 24, Township 4 South, Range 2 West, identified as Tract No. 2 on Project No. STPMB-7533(601) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 5/8" rebar at the northwest corner of Lot 3, Springhill Medical Complex, as recorded in Map Book 43, Page 75 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 39°54'54" W and along the northeast property line of Lot B, Springhill Memorial Subdivision, as recorded in Map Book 89, Page 80 of the records in the office of the Judge of Probate, Mobile County, Alabama, a distance of 175.81 feet to the present south right-of-way line of a 40' Service Road;

thence N 50°27'31" E along said present R/W line a distance of 225.19 feet to a point on said present R/W line;

thence following the curvature thereof, a spiral curve, and along said present R/W line to a point on the acquired Temporary Construction Easement (said point offset 88.79' RT and perpendicular to the project center line at station 114+04.17) (said spiral curve having a chord bearing of N 50°41'58" E, a clockwise direction, and a chord distance of 18.69 feet), which point is the Point of Beginning;

thence following the curvature thereof, a spiral curve, and along said present R/W line to a point on the acquired Temporary Construction Easement (said point offset 90.51' RT and perpendicular to the project center line at station 114+84.42) (said spiral curve having a chord bearing of N 51°52'09" E, a clockwise direction, and a chord distance of 79.01 feet);

thence S 20°14'46" E along said Temporary Construction Easement a distance of 1.72 feet to a point on the Temporary Construction Easement (said point offset 92.14' RT and perpendicular to the project center line at station 114+83.81);

thence S 50°52'08" W along the acquired Temporary Construction Easement a distance of 77.00 feet to a point on the Temporary Construction Easement (said point offset 91.80' RT and perpendicular to the project center line at station 114+05.59);

thence N 64°44'50" W along the acquired Temporary Construction Easement a distance of 3.33 feet to the Point of Beginning.

The described parcel contains 0.01 acre (198 s.f.), more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

***To have and to hold**, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of _3___ years, or until the completion of Project No. STPMB-7533(601), whichever is later.*

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 14th day of January, 2025.

Springhill Realty Associates, an Alabama general partnership

As its Authorized Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, Courtney B Barnes, a Notary Public in and for said County, in said State, hereby certify that James M Harrison whose name as _____ of the Springhill Realty Associates, an Alabama general partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

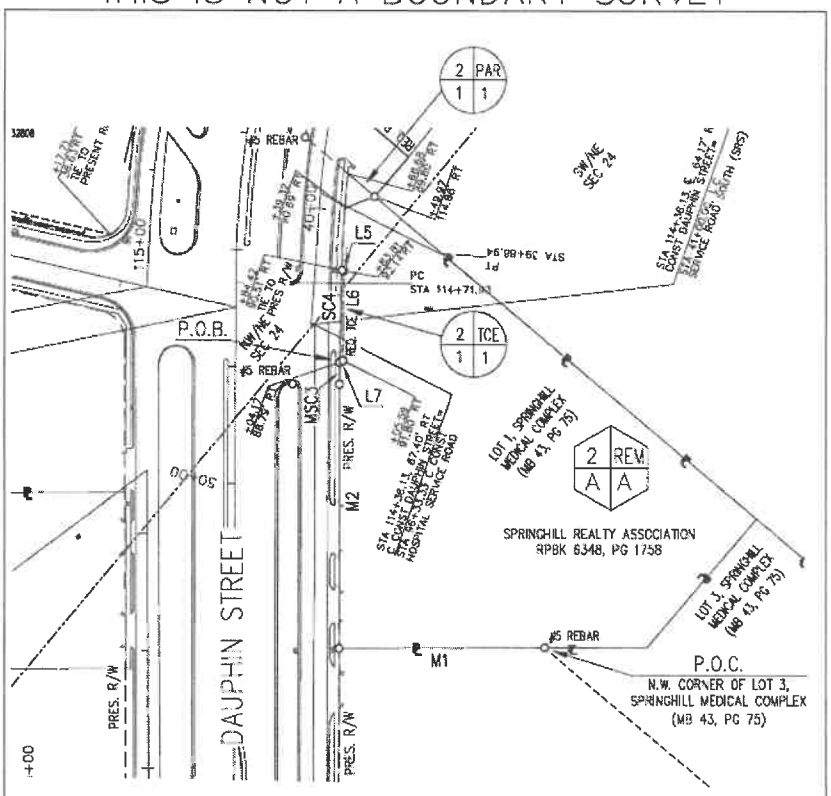
Given under my hand this 14th day of January, A.D. 2025.

Courtney B Barnes

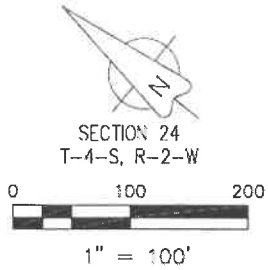
Official Title Notary Public

COURTNEY B. BARNES
MY COMMISSION EXPIRES
JULY 17, 2027
NOTARY PUBLIC
STATE OF ALABAMA

THIS IS NOT A BOUNDARY SURVEY



TRACT 2, TCE 1 OF 1 AREA = 0.01 ACRE; 198 S.F.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N39°54'54"W	175.81'		
M2	N50°27'31"E	225.19'		
MSC3	N50°41'58"E	18.69'	SPIRAL	CW
SC4	N51°52'09"E	79.01'	SPIRAL	CW
L5	S20°14'46"E	1.72'		
L6	S50°52'08"W	77.00'		
L7	N64°44'50"W	3.33'		



Tract #:	2	Scale:	1" = 100'
Grantor(s)		State:	Alabama
SPRINGHILL REALTY ASSOCIATION		County:	Mobile
Total Before:	2.00 AC	Project:	STPMB-7533(601)
Total Acquired:	0.01 AC	CPMS #:	100052458
Total Remainder:	1.99 AC	Date:	SEPTEMBER 27, 2024
		Sketch:	1 of 1

01-288

2012

RESOLUTION

Sponsored by: Mayor Samuel L. Jones
Councilmembers Richardson & Copeland

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 construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: Dauphin Street from Sage Ave. to West of I-65
Mobile County STPMB-7533 () *Right of Way Agreement*

Estimated Total Cost: $270,400.00

Estimated City Funds: $54,080.00

Adopted: JUL 3 1 2012

City Clerk

RESOLUTION NUMBER 01-288 2012

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

   Right-of-Way Agreement for Project STPMB-7533 ( ), Project Reference Number 100052458 for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City of Mobile.

2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;

3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 2012.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 2012, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 2012.

City Clerk

K-11-0140
AG# 8581

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE

Project STPMB-7533 ( )
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) This Agreement will cover only the right-of-way acquisition phase of the work.

(2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

(3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.

(4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Right-of-Way Acquisition	$270,400	$216,320	$54,080
TOTAL	$270,400	$216,320	$54,080

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

(5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.

(6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.

(10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

(11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

(12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.

(15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.

(16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

By:
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY:
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Acting Chief Engineer, G. M. Harper

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this 28th day of September, 2012.

Robert Bentley
GOVERNOR OF ALABAMA, ROBERT BENTLEY

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contact, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

01-688

2018

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: ALDOT

Project Name: Dauphin Street from Sage Avenue to West of I-65 at Springhill Memorial Hospital Agreement for ROW Acquisition

Estimated Cost: N/A

Adopted: 10-09-18

Lisa L. Stimbert

City Clerk

RESOLUTION NUMBER 01-688

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama, as follows:

That the City enters into a Supplemental Agreement Number 1` with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated September 28, 2012 for: Right-of-way acquisition program, Project STPMB-7533 ( ), Project Reference Number 100052458 Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile; which Agreement is before this Council.

1. That the Supplemental Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
2. That the Supplemental Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Supplemental Agreement by all parties, that a copy of such Supplemental Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 9 day of October, 2018.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9 day of October, 2018, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9 day of October, 2018.

City Clerk

12-03044.1

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE

Project STPMB-7533 ( )
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile

SUPPLEMENTAL AGREEMENT NUMBER 1

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY.

WHEREAS, the STATE and CITY entered into a right-of-way acquisition program for Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile, effective September 28, 2012, and

WHEREAS, the STATE and CITY desire to amend the Agreement entered into on September 28, 2012 by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated September 28, 2012 is hereby amended in the following respects:

1. Page 2, paragraph 2, of the foregoing Agreement is hereby amended in the following respects: The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Region Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following

procedure will apply: Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Region Acquisition Manager.

2. Page 3, paragraph 7, of the foregoing Agreement is hereby amended in the following respects: The CITY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the right-of-way has been acquired. Any invoices submitted after this six (6) month period will not be eligible for payment.
3. Page 3, paragraph 9, of the foregoing Agreement is hereby amended in the following respects: The CITY will handle any public involvement actions that may be required.
4. Page 4, paragraph 14, of the foregoing Agreement is hereby amended in the following respects: For all claims not subject to Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required,

authorized, or undertaken by the CITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its officers, officials, agents, servants, and employees.

5. Page 4, paragraph 15, of the foregoing Agreement is hereby amended in the following respects: This agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
6. The foregoing agreement is hereby further amended by adding the following paragraph: 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.
7. All other and remaining terms of the Agreement dated September 28, 2012 shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Supplemental Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Supplemental Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

City Clerk (Signature)

Lisa C. Lambert

Type name of Clerk

CITY OF MOBILE, ALABAMA

BY:

Mayor (Signature)

William S. Stimpson

Type name of Mayor

THIS SUPPLEMENTAL AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

BY: William F. Patty

Chief Counsel, William F. Patty

RECOMMENDED FOR APPROVAL:

Southwest Region Engineer, Vincent E. Calametti, P. E.

State Local Transportation Engineer,
D. E. Phillips, Jr., P.E.

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The within and foregoing Supplemental Agreement is hereby approved on the this 26 day of November, 2018.

GOVERNOR OF ALABAMA, KAY IVEY

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: February 4, 2025

Submitted by:
Rosemary Ginn, City Engineer
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Cory Penn, Councilmember
Joel Daves, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Accept Deed for Temporary Easement, for Tract 4, located at Du Rhu Dr., by donation, City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB-7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. RESOLUTION Jan 2025 - Dauphin Tct 4
2. TRACT 4 STPMB-7533(601) TCE SIGNED
3. 2018-3005-26 ALDOT & City ROW Acq 09.28.2012
4. 2018-3005-26 ALDOT & City_Supplem_ROW Acq 1 11.26.2018

REVIEWERS:
Stacey Howard
Carleen Stout
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Members, Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to accept a Deed for the acquisition of a right-of-way tract for City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB-7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue as set out in the instruments attached hereto:

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-688 on October 09, 2018, as Supplemental Agreement, amending Agreement dated September 28, 2012, Resolution 01-288:

Tract 4: Deed for Temporary Easement, from ABML, LLC, by donation.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and a copy will be on file in the office of the City Clerk and in the office of the Deputy Director of Real Estate Asset Management of the City of Mobile.

BE IT FURTHER RESOLVED THAT:

All approved and funded in accordance with the Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-688 on October 09, 2018, as Supplemental Agreement, amending Agreement dated September 28, 2012, Resolution 01-288.

Adopted:

_____

City Clerk

THIS INSTRUMENT PREPARED BY
MOTT MACDONALD
MARK A. WATTIER - PLS
107 ST. FRANCIS STREET, STE 2900
MOBILE, ALABAMA 36602

STATE OF ALABAMA **PROJECT NO. STPMB-7533(601)**
CPMS PROJ. NO.
COUNTY OF MOBILE **TRACT NO. 4**

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One ($1.00) dollar cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) ABML, LLC, an Alabama limited liability company, have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7533(601) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

A part of the NW ¼ of the NE ¼, Section 24, Township 4 South, Range 2 West, identified as Tract No. 4 on Project No. STPMB-7533(601) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rebar at the northernmost corner of Lot 1-B-1, Resubdivision of Lots 1-A & 1-B, College Park, Northwestern Quadrangle, Unit Two, as recorded in Instrument No. 2024032808 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 59°51'03" W along said Lot 1-B-1 and along the east present R/W line of Du Rhu Drive (60' r/w) a distance of 4.07 feet to a point on said present R/W line;

thence following the curvature thereof an arc distance of 157.53 feet and along the said present R/W line to a point on the acquired Temporary Construction Easement, which point is the Point of Beginning (said arc having a chord bearing of S 29°29'33" W, a counter-clockwise direction, a chord distance of 150.26 feet, and a radius of 148.65 feet);

thence S 17°09'22" E along the acquired Temporary Construction Easement a distance of 51.93 feet to a point on the acquired Temporary Construction Easement;

thence S 26°38'31" E along the acquired Temporary Construction Easement a distance of 226.73 feet to a point on the present east R/W line of said Du Rhu Drive;

thence following the curvature thereof an arc distance of 17.53 feet and along said present R/W line to a capped rebar (Rester & Coleman) on said present R/W line (said arc having a chord bearing of N 46°48'18" W, a clockwise direction, a chord distance of 17.18 feet, and a radius of 25.00 feet);

thence N 26°43'58" W along said present R/W line a distance of 196.94 feet to a point on said present R/W line;

thence following the curvature thereof an arc distance of 67.12 feet and along said present R/W line to the Point of Beginning (said arc having a chord bearing of N 13°48'01" W, a clockwise direction, a chord distance of 66.55 feet, and a radius of 148.65 feet).

The described parcel contains 0.04 acre (1,573 s.f.), more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 5 years, or until the completion of Project No. STPMB-7533(601), whichever is earlier.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the 27th day of January, 2025

ABML, LLC,

An Alabama limited liability company

By: _____

Name: John White-Spunner

As its: Managing Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA }

MOBILE COUNTY }

I, Stacey Dellinger, a Notary Public in and for said County, in said State, hereby certify that John White-Spunner whose name as Managing Member, of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 27th day of January, A.D. 2025.

Stacey Dellinger

Official Title Notary

STACEY DELLINGER
My Commission Expires
April 22, 2025

CONSENT OF LESSEE

The undersigned Bryant Bank, an Alabama banking corporation, as lessee under that certain Lease with ABML, LLC., an Alabama limited liability company, as lessor, dated March 13, 2024, as evidenced by that certain Memorandum of Ground Lease Agreement and Right of First Refusal, by and between ABML, LLC, an Alabama limited liability company, and Bryant Bank, an Alabama banking corporation, dated November 17, 2024, and recorded in the Probate Office of the Mobile County, Alabama, on November 22, 2024 in Instrument no. 2024072529, does hereby consent to the granting of this Deed for Temporary Construction Easement; provided, however, that this consent does not terminate said lessee's rights under the said Lease in the portion of the leased premises made subject to the Temporary Construction Easement granted to the City of Mobile, but rather makes said lessee's rights subject to the rights of the City arising under this Deed for Temporary Construction Easement for the duration thereof.

IN WITNESS WHEREOF, said lessee has set its hand and seal this 23rd day of December, 2024.

BRYANT BANK, an Alabama banking corporation

By: Michael R. Holland

As Its: Mobile Market President

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Valerie Krueger Ellis, a Notary Public, in and for said County, in said State, hereby certify that Michael R. Holland whose name as Mobile Market President of Bryant Bank, an Alabama banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 23rd day of December, 2024.

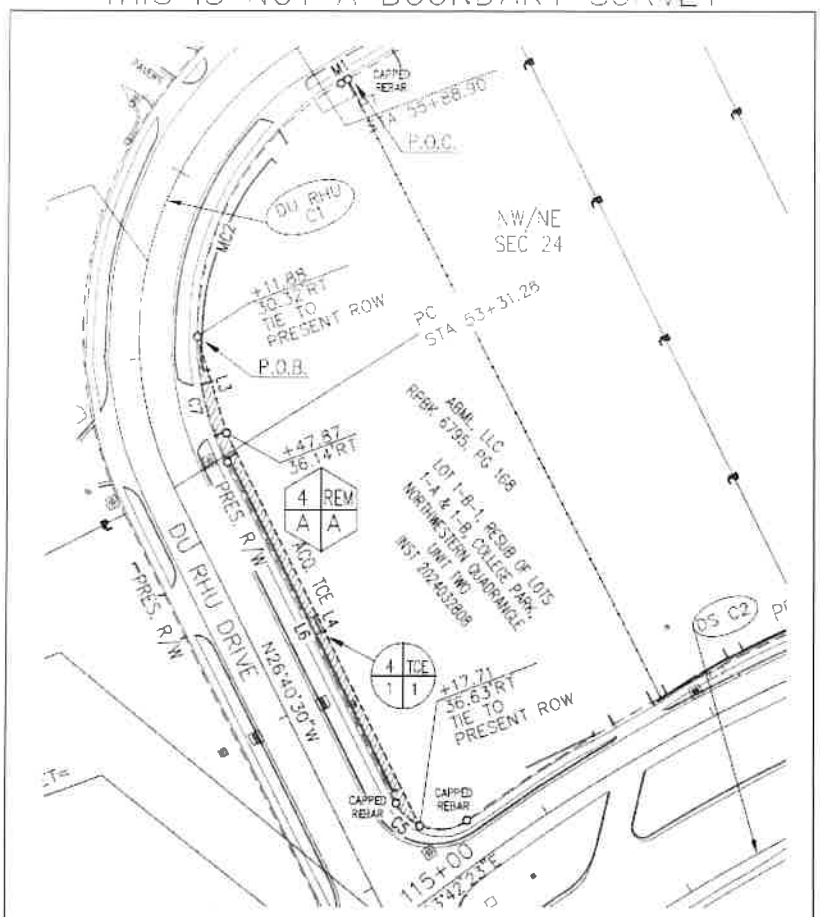
Valerie Krueger Ellis

NOTARY PUBLIC

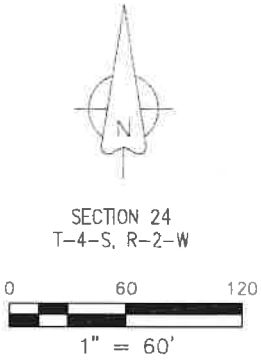
My commission Expires 5-18-2027

VALERIE KRUEGER ELLIS NOTARY PUBLIC ALABAMA GREAT SEAL MY COMM. EXP. 05/18/2027 ALABAMA STATE AT LARGE

THIS IS NOT A BOUNDARY SURVEY



TRACT 4, TCE 1 OF 1 AREA = 0.04 ACRE; 1,573 S.F.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	S59°51'03"W	4.07'		
MC2	S29°29'33"W	150.26'	148.65'	CCW
L3	S17°09'22"E	51.93'		
L4	S26°38'31"E	226.73'		
C5	N46°48'18"W	17.18'	25.00'	CW
L6	N26°43'58"W	196.94'		
C7	N13°48'01"W	66.55'	148.65'	CW



Tract #:	4	Scale:	1" = 60'
Grantor(s)		State:	Alabama
ABML, LLC		County:	Mobile
Total Before:	1.11 AC	Project:	STPMB-7533(601)
Total Acquired:	0.00 AC	CPMS #:	100052458
Total Remainder:	1.11 AC	Date:	AUGUST 30, 2024
		Sketch:	1 of 1

01-288

2012

RESOLUTION

Sponsored by: Mayor Samuel L. Jones
Councilmembers Richardson & Copeland

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 construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: Dauphin Street from Sage Ave. to West of I-65
Mobile County STPMB-7533 () *Right of Way Agreement*

Estimated Total Cost: $270,400.00

Estimated City Funds: $54,080.00

Adopted: JUL 3 1 2012

City Clerk

RESOLUTION NUMBER 01-288 2012

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

   Right-of-Way Agreement for Project STPMB-7533 ( ), Project Reference Number 100052458 for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City of Mobile.

2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;

3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 2012.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 2012, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 2012.

City Clerk

K-11-0140
AG# 8581

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE

Project STPMB-7533 ( )
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) This Agreement will cover only the right-of-way acquisition phase of the work.

(2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

(3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.

(4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Right-of-Way Acquisition	$270,400	$216,320	$54,080
TOTAL	$270,400	$216,320	$54,080

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

(5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.

(6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.

(10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

(11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

(12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.

(15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.

(16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

By:
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY:
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Acting Chief Engineer, G. M. Harper

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this 28th day of September, 2012.

Robert Bentley
GOVERNOR OF ALABAMA, ROBERT BENTLEY

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contact, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

01-688

2018

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: ALDOT

Project Name: Dauphin Street from Sage Avenue to West of I-65 at Springhill Memorial Hospital Agreement for ROW Acquisition

Estimated Cost: N/A

Adopted: 10-09-18

Lisa L. Stimbert

City Clerk

RESOLUTION NUMBER 01-688

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama, as follows:

That the City enters into a Supplemental Agreement Number 1` with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated September 28, 2012 for: Right-of-way acquisition program, Project STPMB-7533 ( ), Project Reference Number 100052458 Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile; which Agreement is before this Council.

1. That the Supplemental Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
2. That the Supplemental Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Supplemental Agreement by all parties, that a copy of such Supplemental Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 9 day of October, 2018.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9 day of October, 2018, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9 day of October, 2018.

City Clerk

12-03044.1

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE

Project STPMB-7533 ( )
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile

SUPPLEMENTAL AGREEMENT NUMBER 1

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY.

WHEREAS, the STATE and CITY entered into a right-of-way acquisition program for Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile, effective September 28, 2012, and

WHEREAS, the STATE and CITY desire to amend the Agreement entered into on September 28, 2012 by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated September 28, 2012 is hereby amended in the following respects:

1. Page 2, paragraph 2, of the foregoing Agreement is hereby amended in the following respects: The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Region Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following

procedure will apply: Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Region Acquisition Manager.

2. Page 3, paragraph 7, of the foregoing Agreement is hereby amended in the following respects: The CITY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the right-of-way has been acquired. Any invoices submitted after this six (6) month period will not be eligible for payment.
3. Page 3, paragraph 9, of the foregoing Agreement is hereby amended in the following respects: The CITY will handle any public involvement actions that may be required.
4. Page 4, paragraph 14, of the foregoing Agreement is hereby amended in the following respects: For all claims not subject to Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required,

authorized, or undertaken by the CITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its officers, officials, agents, servants, and employees.

5. Page 4, paragraph 15, of the foregoing Agreement is hereby amended in the following respects: This agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
6. The foregoing agreement is hereby further amended by adding the following paragraph: 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.
7. All other and remaining terms of the Agreement dated September 28, 2012 shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Supplemental Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Supplemental Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

City Clerk (Signature)

Lisa C. Lambert

Type name of Clerk

CITY OF MOBILE, ALABAMA

BY:

Mayor (Signature)

William S. Stimpson

Type name of Mayor

THIS SUPPLEMENTAL AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

BY: William F. Patty

Chief Counsel, William F. Patty

RECOMMENDED FOR APPROVAL:

Southwest Region Engineer, Vincent E. Calametti, P. E.

State Local Transportation Engineer,
D. E. Phillips, Jr., P.E.

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The within and foregoing Supplemental Agreement is hereby approved on the this 26 day of November, 2018.

GOVERNOR OF ALABAMA, KAY IVEY