



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 11, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rabbi Steve Silberman, 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 Ervin Shoemaker for a waiver of the Noise Ordinance at the corner of Springhill Avenue and S. Bayou Street on February 14 - March 4, 2025, from 6:00 a.m. - 10:00 p.m. (District 2).

Request of Jason Craig for a waiver of the Noise Ordinance at Ladd Stadium on

February 15, 2025, from 9:00 a.m. - 6:00 p.m. (District 2).

Request of Nakia Rankin for a waiver of the Noise Ordinance at 1215 Hercules Street on March 3 - 4, 2025, from 10:00 a.m. - 10:00 p.m. (District 2).

Request of Carrie Coats for a waiver of the Noise Ordinance at 180 Lyons Park Avenue on September 3-14, 2025, from 5:00 p.m. - 6:30 p.m. (District 2).

9. PUBLIC HEARINGS

Public hearing to declare the structure at 1805 Larkwood Drive a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 554 Hickory Street a public nuisance and order it demolished (District 2).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Edwards - invite the Council to participate in recognition of Black History moments.

11. ORDINANCES HELD OVER

64-001 Consider rezoning property located at 5301 Moffett Road from B-2 to B-3 (sponsored by Councilmember Gregory).

12. CIP RESOLUTIONS HELD OVER

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. CONSENT RESOLUTIONS HELD OVER

40-1194 Declare the structure at 916 Shady Brook Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

14. RESOLUTIONS HELD OVER

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.).

15. ORDINANCES BEING INTRODUCED

88-006 Authorize the conveyance of reversionary interest for land located on Mordecai Lane which is not now needed for public or municipal purposes (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-131 Appoint Hayley Van Antwerp to the Mobile Museum of Art Board (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

40-132 Declare the structure at 1805 Larkwood Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-133 Declare the structure at 554 Hickory Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

46-134 Honorarily rename Plum Street, from Dr. Martin Luther King, Jr. Avenue to Persimmon Street, as "Mrs. Lois Nero Thompson Way" (sponsored by Councilmember Carroll).

17. CIP RESOLUTIONS INTRODUCED

01-135 Authorize agreement with Integrity Maintenance, LLC for Harmon Recreation Center HVAC; \$110,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-136 Authorize agreement with C. Roberds General Contractors, LLC for Africatown Welcome Center; \$4,633,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

01-137 Authorize agreement with Fruit of the Spirit Athletics for professional services for Parks and Rec. Dept.; NTE \$100,000 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-138 Approve award of item based bid for janitorial supplies (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-139 Approve purchase order to Arcadis U.S., Inc. for traffic video detection system for Traffic Engineering; \$17,263.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-140 Approve purchase order to Capital Tractor, Inc. for tractor with accessories for MPD Mounted Unit; \$38,670.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-141 Approve purchase order to Dogwood Productions, Inc. for City website hosting, livestreaming, and accessibility compliance for MIT; \$54,770.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-142 Approve purchase order to Granicus, LLC for one-year subscription to compliance software for Revenue; \$32,018.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-143 Approve purchase order to Lowe's Home Centers, LLC for Mardi Gras protective barriers for Parks & Rec. Dept.; \$17,006.58 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-144 Approve purchase order to Remotec, Inc. for robot ground vehicle with control and accessories for MPD; \$446,815.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-145 Approve purchase order to SHI International Corp. for annual renewal of cybersecurity training software and services for MIT; \$24,575.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-146 Approve purchase order to Stivers Ford Lincoln, Inc. for crew cab pickup truck for Inspection Services; \$30,809.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-147 Approve purchase order to Thinkgard, LLC for annual renewal of cybersecurity network monitor and protection software and services for MIT; \$21,060.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-148 Approve purchase order to Top Notch Tree Care, LLC for tree planting on Airport Boulevard for Urban Forestry; \$28,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-149 Authorize change order with Del-Con LLC, for Museum of Art exterior repairs; \$14,375.00 additional (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

19. CALL FOR PUBLIC HEARINGS

41-150 Call for public hearing to consider rezoning property located at 1400 Dauphin Island Parkway, 2007 Webb Avenue, and 2006 McVay Drive North from R-1 to B-2 (scheduled for March 18, 2025) (District 3).

41-151 Call for public hearing to consider rezoning property located at the southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the southwest corner of Commerce Boulevard South and Commerce Boulevard West from B-5 and I-2 to R-1 (scheduled for March 18, 2025) (District 4).

41-152 Call for public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard (scheduled for March 18, 2025) (District 5).

41-153 Call for public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard (scheduled for March 18, 2025) (District 5).

41-154 Call for public hearing to consider the modification of a previously approved Planning Approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (scheduled for March 18, 2025) (District 5).

41-155 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (scheduled for March 18, 2025) (District 5).

41-156 Call for public hearing to consider an ordinance regarding the issuance of general obligation warrants (scheduled for February 25, 2025).

41-157 Call for public hearing to consider the application of Cynthia Crenshaw for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for February 25, 2025).

41-158 Call for public hearing to consider the application of Carlos Dixon for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for February 25, 2025).

41-159 Call for public hearing to consider the application of Angel Williams for a Certificate of Public Convenience and Necessity to operate a sedan service (scheduled for February 25, 2025).

20. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Ervin Shoemaker
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-423-1400

Organization (if applicable) _____

Mailing Address of Applicant 654 Crawford Lane Mobile, AL 36617

Telephone No. 251-423-1400 E-mail address DjShoemaker.es.150@gmail.com

Location or address of event where amplification will be used:

Corner of Springhill and South Bayou

Date of Event: 2/14-3/4/2025 Starting Time: 6:00 AM Ending Time 10:00 PM

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

Type of Event: Family Gathering

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

Music containing obscene language or profanity is prohibited

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

2025 JAN 31 AM 11:28



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.:

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Name of Applicant: Jason Craig

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-0972 Cell Number: 251-401-9333

Organization (if applicable) Conde Explorers

Mailing Address of Applicant 1644 Virginia Street Mobile, AL 36603

Telephone No. 251-401-9333 E-mail address yochee11@yahoo.com

Location or address of event where amplification will be used:

(Ladd Stadium) 1621 Virginia Street Mobile, AL 36603

Date of Event: 02/15/25 Starting Time: 0900 Ending Time 1800

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

Type of Event: Mardi Gras Event (Loading Floats)

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

CITY CLERK'S OFFICE
MOBILE, AL

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

MO, FEB 3, PM 12:29 RCVD



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: Nakia Rankin

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-288-0019 Cell Number: 251-367-5410

Organization (if applicable) _____

Mailing Address of Applicant 1215 Hercules Street Mobile, AL 36603

Telephone No. 251-367-5410 E-mail address yochee11@yahoo.com

Location or address of event where amplification will be used:

1215 Hercules Street Mobile, AL 36603

Date of Event: 03/04/25 Starting Time: 1000 Ending Time 2200

March 4, 2025

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

Type of Event: Reunion / Mardi Gras Event

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

MO, FEB 3, PM 12:44 RCVD

AA



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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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: Nakia Rankin

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-288-0019 Cell Number: 251-367-5410

Organization (if applicable) _____

Mailing Address of Applicant 1215 Hercules Street Mobile, AL 36603

Telephone No. 251-367-5410 E-mail address yochee11@yahoo.com

Location or address of event where amplification will be used:

1215 Hercules Street Mobile, AL 36603

Date of Event: 03/03/25 Starting Time: 1000 Ending Time 2200
March 3, 2025

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

Type of Event: Reunion / Mardi Gras Event

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

MO, FEB 3, PM 12:44 RCUD

Handwritten signature



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

Name of Applicant: Carrie R. Coats

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251 753-6253

Organization (if applicable) Kingdom Covenant Connections, Inc.

Mailing Address of Applicant P.O. Box 11063

Telephone No. 251 7536253 E-mail address kingdom.covenant@yahoo.com

Location or address of event where amplification will be used:

180 Lyons Park Ave Mobile, AL 36603

Date of Event: Sept 3-12 2025 Starting Time: 5:pm Ending Time 6:30pm

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

Type of Event: 20th Annual Unity WALK 10- Prayer

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL

MO, FEB 3, AM 9:57 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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(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

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

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

Name of Applicant: Carrie R. Coats

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251 753-6253

Organization (if applicable) Kingdom Covenant Connections, Inc.

Mailing Address of Applicant P.O. Box 11063

Telephone No. 251 7536253 E-mail address kingdom.covenant@yahoo.com

Location or address of event where amplification will be used:

180 Lyons Park Ave Mobile, AL 36603

Date of Event: Sept 12-14 2025 Starting Time: 5:pm Ending Time 6:30pm

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

Type of Event: 20th Annual Unity WALK 3-Day Career/Resource/Health Fair & Concert Community Event

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

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

MO, FEB 3, AM 9:58 RCVD

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, February 6, 2025 2:03:51 PM

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

Name: David Edwards

Date To Address Council: 2025-02-11

Address: 2523 St. Stephens Rd Mobile, Al 36617

Email: president@PUADmobile.org

Phone: 2515188885

Subject And Specific Questions: Black History Moment

Pertain To City Business: Invitation of City Council members to participate in recognition of black history moments.

Signature: David Edwards

Signature Verify: X

Agree: X

Date Submitted: 2025-02-06 14:03:42

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

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the “Unified Development Code”. The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of January, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 11th day of December, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5301 Moffett Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-2, Neighborhood Business Suburban District**, to **B-3, Community Business Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code. 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

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

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

Sponsored by: Councilmember Gina Gregory

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

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

THAT CERTAIN LOT OF LAND BOUND BY A LINE DESCRIBED AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE NORTH LINE OF OVERLOOK ROAD 230 FEET WEST OF THE NORTHWEST INTERSECTION OF OVERLOOK ROAD AND OLD MOFFAT ROAD; THENCE NORTH 89°-27'-00'' WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE OF 469.44 FEET TO A POINT; THENCE NORTH 00°-23'-00'' EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 89°-37'-00'' EAST, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTH 00°-23'-EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE NORTH 89°-37'-00'' WEST, A DISTANCE OF 190 FEET TO A POINT; THENCE SOUTH 00°-23'-00'' WEST, A DISTANCE OF 120 FEET TO A POINT ON THE NORTH LINE OF OVERLOOK ROAD; THENCE NORTH 89°-37'-00'' WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE 30 FEET TO A POINT; THENCE NORTH 00°-23'-00'' EAST, A DISTANCE OF 250 FEET TO A POINT; THENCE NORTH 10°-36'-21'' EAST, A DISTANCE 398.28 FEET TO THE CENTERLINE OF A 50 FOOT WATER LINE EASEMENT; THENCE NORTH 89°-51'-30'' EAST ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 147.58 FEET TO THE SOUTH LINE OF MOFFAT ROAD SERVICE ROAD; THENCE SOUTH 41°-02'-40'' EAST, ALONG THE SOUTH LINE OF SAID SERVICE ROAD, A DISTANCE OF 1.83 FEET TO THE PC OF A 1507.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 552.95 FEET ALONG THE SOUTH LINE OF SAID SERVICE ROAD TO THE NORTHWEST CORNER OF PROPERTY CONVEYED BY OVERLOOK VILLAGE, INC. TO B. CLIFFORD PRINGLE, JR., ET AL, BY DEED DATED SEPTEMBER 12, 1963 AND RECORDED IN REAL PROPERTY BOOK 451, PAGE 326 OF THE RECORDS IN THE OFFICE OF THE PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-23'-00'' WEST, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-2, Neighborhood Business Suburban District**, to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Urban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Urban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 4. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)
5301 Moffett Road
Council District 7
Gina Gregory**

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 5301 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 3, 2024**, a public hearing will be held on the 7th day of **January**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the rezoning for property located at 5301 Moffett Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

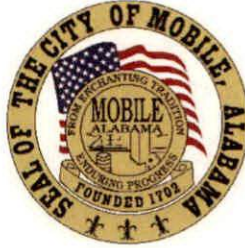
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THAT CERTAIN LOT OF LAND BOUND BY A LINE DESCRIBED AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE NORTH LINE OF OVERLOOK ROAD 230 FEET WEST OF THE NORTHWEST INTERSECTION OF OVERLOOK ROAD AND OLD MOFFAT ROAD; THENCE NORTH 89°-27'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE OF 469.44 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 89°-37'-00" EAST, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTH 00°-23'-EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE NORTH 89°-37'-00" WEST, A DISTANCE OF 190 FEET TO A POINT; THENCE SOUTH 00°-23'-00" WEST, A DISTANCE OF 120 FEET TO A POINT ON THE NORTH LINE OF OVERLOOK ROAD; THENCE NORTH 89°-37'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE 30 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 250 FEET TO A POINT; THENCE NORTH 10°-36'-21" EAST, A DISTANCE 398.28 FEET TO THE CENTERLINE OF A 50 FOOT WATER LINE EASEMENT; THENCE NORTH 89°-51'-30" EAST ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 147.58 FEET TO THE SOUTH LINE OF MOFFAT ROAD SERVICE ROAD; THENCE SOUTH 41°-02'-40" EAST, ALONG THE SOUTH LINE OF SAID SERVICE ROAD, A DISTANCE OF 1.83 FEET TO THE PC OF A 1507.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 552.95 FEET ALONG THE SOUTH LINE OF SAID SERVICE ROAD TO THE NORTHWEST CORNER OF PROPERTY CONVEYED BY OVERLOOK VILLAGE, INC. TO B. CLIFFORD PRINGLE, JR., ET AL, BY DEED DATED SEPTEMBER 12, 1963 AND RECORDED IN REAL PROPERTY BOOK 451, PAGE 326 OF THE RECORDS IN THE OFFICE OF THE PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE

RUN SOUTH 00°-23'-00'' WEST, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Urban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 4. Full compliance with all municipal codes and ordinances.

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



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

November 25, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 21, 2024 considered the request of **Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)** for a change in zoning from **B-2, Neighborhood Business Suburban District, B-5, Office Distribution District** for the property located at **5301 Moffett Road**.

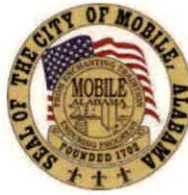
After discussion it was decided to recommend approval of rezoning the property to **B-3, Community Business Suburban District**, to the City Council subject to the following conditions: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 22, 2024

Jane Steiner
PMG, LLC
1055 St. Charles Avenue
Suite 701
New Orleans, Louisiana 70130

Re: 5301 Moffett Road
ZON-UDC-003064-2024
Overlook Cargo Connection Subdivision
Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)
District 7
Rezoning from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5).

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

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

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

ZON-UDC-003064-2024 5301 Moffett Road
November 22, 2024

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Completion of the Subdivision process;
2. Compliance with the development provisions of Article 3 of the Unified Development Code;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$410.78**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

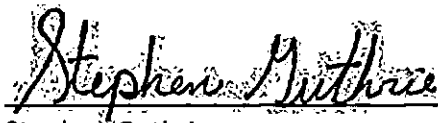
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



City of Mobile · Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	JANE STEINER	BRUCE SMITH
Firm:	PMG LLC	COWLES MURPHY GLOVER & ASSOCIATES
Phone:	1-504-586-2003	1-251-433-1611
Email:	jsteiner@pmgleasing.com	bsmith@cmg-a.com
Address:	1055 ST. CHARLES AVE., SUITE 701 NEW ORLEANS, LA 70130	457 ST MICHAEL STREET, MOBILE, AL 36602

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org 1251 208 5895

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

Revised February 2023

	Owner	Design Professional
Name:	WALDA BESTHOFF, USUFRUCT	BRUCE SMITH
Firm:		COWLES MURPHY GLOVER & ASSOCIATES
Phone:	1-504-586-2003	1-251-433-1611
Email:	jsteiner@pmgleasing.com	bsmith@cmg-a.com
Address:	1055 ST. CHARLES AVE., SUITE 701 NEW ORLEANS, LA 70130	457 ST MICHAEL STREET, MOBILE, AL 36602

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 5301 MOFFETT RD MOBILE, AL 36618 6.87 acres

Property Address
 R022802034000118.000

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B-2

B-5

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.
 This requirement applies to any of the following applications:

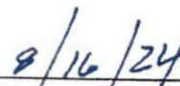
- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

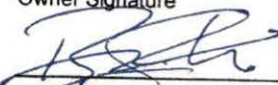
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☒ Yes ☐ No

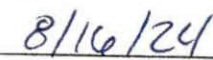
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

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

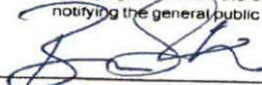

 Owner Signature


 Date


 Applicant or Agent Signature (if applicable)


 Date

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


 Applicant or Agent Signature


 Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251 208 5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE SITE LIES WITHIN THE MIXED COMMERCIAL CORRIDOR (MCC). THE PROPOSED DEVELOPMENT ENHANCES EXISTING LANDSCAPE BUFFERS WITH A 6' FENCE AND INCLUDES ADDITIONAL LANDSCAPE ISLANDS TO THE PROPERTY. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETSCAPE FOR OVERLOOK RD. THE EXISTING BUILDINGS ARE AN EYESORE TO THE COMMUNITY. ADDITION OF THE NEW BUILDING WILL INCREASE THE OVERALL QUALITY OF THE NEIGHBORHOOD.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

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

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

REZONING THIS PROPERTY FOR THE PURPOSE OF CONSTRUCTING A WAREHOUSE WILL HAVE A POSITIVE IMPACT ON THE COMMUNITY. THE PROPOSED WAREHOUSE WILL REPLACE +31,000 SF OF VACANT BUILDINGS. VACANT BUILDINGS AND PARKING LOTS ARE WELL KNOWN TO HAVE NEGATIVE EFFECTS ON CRIME RATES AND PROPERTY VALUES IN THEIR SURROUNDING COMMUNITY. A NEW WAREHOUSE WOULD UTILIZE SECURITY SYSTEMS AND AREA LIGHTING TO ENSURE THAT THE PROPERTY REMAINS CLEAN AND FREE OF ANY CRIMINAL ACTIVITY.

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

THIS AREA HAS SEEN A COMMERCIAL DECLINE OVER THE LAST 20+ YEARS. WITH EASIER ACCESSIBLE COMMERCIAL PROPERTIES ALONG MOFFETT AND UNIVERSITY, THIS SITE HAS HAD MUCH DIFFICULTY RETAINING AND ATTRACTING NEW TENANTS. THE OWNER UNSUCCESSFULLY ATTEMPTED TO SELL THE PROPERTY IN 2021. THE EAST BUILDINGS ON THE SITE WERE RECENTLY RENOVATED IN 2015 AND MANY OF THE SPACES REMAIN VACANT. THE PROPOSED DEVELOPMENT WILL BRING VIABLE BUSINESS TO A PROPERTY AND AREA THAT IS LARGELY UNDERUTILIZED AND WILL REMOVE +31,000SF OF ABANDONED BUILDINGS AND REPLACE IT WITH A NEW OCCUPIED STRUCTURE.

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Revised February 2023

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

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

MANY PROPERTIES ZONED B-2 AND B-3 LOCATED BETWEEN MOFFETT RD. AND OVERLOOK RD. ARE VACANT. BUSINESSES THAT TRADITIONALLY UTILIZE B-2/B-3 ZONING HAVE LOCATED TO AREAS MORE EASILY ACCESSIBLE TO COMMERCIAL TRAFFIC AND MORE CENTRALIZED TO THE NEIGHBORHOOD CENTERS FURTHER WEST ALONG MOFFETT AND SOUTH ALONG UNIVERSITY.

2. Describe the surrounding land uses.

THE PROPERTIES TO THE WEST OF THE SUBJECT PROPERTY ARE RESIDENTIAL (R-1). THE PROPERTIES ADJACENT TO THE EAST ARE ZONED B-2/B-3 AND ARE VACANT. THE SUBJECT PROPERTY HAS ACCESS TO MOFFETT RD. (PRINCIPAL ARTERIAL PER MSP), UNIVERSITY BLVD. (PRINCIPAL ARTERIAL PER MSP) AND OVERLOOK RD (MINOR ARTERIAL PER MSP). THE SURROUNDING AREA CONTAINS LARGE SELF-STORAGE COMPLEXES, MAWSS TREATMENT PLANTS, AND RETAIL.

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

NO HEAVY MACHINERY WILL BE UTILIZED IN THE WAREHOUSE FOR ANY MANUFACTURING PURPOSES. ONLY FORKLIFTS AND TRUCKS WILL BE USED. LOADING/UNLOADING TRAFFIC WILL BE ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE RESIDENTIAL AREA. SECURITY SYSTEMS AND AREA LIGHTING WOULD BE UTILIZED TO THWART UNWANTED LOITERING. A LIGHT STUDY WILL BE PERFORMED TO ASSURE NO LIGHT POLLUTION TO ADJACENT PROPERTIES. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD.

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

SURROUNDED BY PRINCIPAL AND MINOR ARTERIALS, THE CURRENT INFRASTRUCTURE IS ADEQUATE FOR THE PROPOSED USE. FINAL TRAFFIC FLOW WILL BE DETERMINED BY FINAL COMMENTS FROM ALDOT. THE SITE CURRENTLY HAS ACCESS TO ALL MAJOR UTILITIES. COMPARED TO THE SITE'S PREVIOUS USES, THE PROPOSED WAREHOUSE USE WILL CREATE LESS OF A DEMAND ON LOCAL UTILITIES. THERE WILL BE A DECREASE IN THE IMPERVIOUS SURFACE FOR THE PROPOSED IMPROVEMENTS, THEREFORE, CREATING LESS STORMWATER. EXISTING PIPES MAY BE REROUTED/REPLACED AS NECESSARY TO COMPLY WITH CITY OF MOBILE REGULATIONS.

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

THE NEED FOR ADDITIONAL WAREHOUSE SPACE IN THE MOBILE AREA HAS BEEN WELL DOCUMENTED. THIS APPLICATION PROPOSES TO ASSIST IN MEETING THIS NEED WHILE IMPROVING AN EXISTING SITE THAT IS LARGELY VACANT/UNOCCUPIED. TWO UNOCCUPIED BUILDINGS WILL BE REPLACED WITH NEW CONSTRUCTION. THE UNOCCUPIED PARKING LOT WILL HAVE A NEW USE (INCLUDING UPDATED SECURITY) THAT WILL PREVENT UNWANTED LOITERING.

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



Agenda Item # 10

SUB-003067-2024 & ZON-UDC-003064-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

5301 Moffett Road

Subdivision Name:

Overlook Cargo Connection Subdivision

Applicant / Agent:

Jane Steiner, PMG, LLC / Bruce Smith, Cowles Murphy
Glover & Associates, Inc., Agent

Property Owners:

Walda Besthoff

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-2 to B-5
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with four (4) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	10	DATE	November 21, 2024	 NTS
APPLICANT	Overlook Cargo Connection Subdivision			
REQUEST	Subdivision, Rezoning from B-2 to B-5			

SITE HISTORY

The site is a metes-and-bounds parcel annexed in 1956 that was under active building development by 1960, prior to current regulations.

A Front Yard Variance was approved by the Board of Zoning Adjustment in September 1984 to allow the relocation of an ATM machine within five (5) feet of the Moffett Road Service Road. An Administrative Planned Unit Development was approved in March 2017 to allow an ATM machine to be constructed within the parking lot.

Most recently, at its October 7, 2024 meeting the Board of Zoning Adjustment approved a Special Exception to allow warehousing over 40,000 square feet in a B-3, Community Business Suburban District. While the rezoning request is for a B-5 classification, in which warehousing over 40,000 square feet is allowed by right, the request for a Special Exception was submitted by the applicant in case the rezoning is approved with a B-3 classification.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a different line type/width for the proposed subdivision boundary. Every property line on the map shows up the same on a print.
- C. Provide reference, on the map and the description, to a monumented corner.
- D. Provide and label the monument set or found at each subdivision corner.
- E. Show and label the ROW width from the property line to center line.
- F. Provide a written description for the subdivision boundary.
- G. Label the proposed LOT as LOT 1, LOT A, etc.
- H. Revise the plat to label each lot with its size in acres and square feet.
- I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- J. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

ALDOT approval will be required for the shown truck entrance from Moffett Road. Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

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

Access to the site is from Moffett Road, an ALDOT-maintained Principal Arterial Street requiring a 100-foot-wide right-of-way at this location, and from Overlook Road, a Minor Arterial Street. Variable right-of-way widths are depicted along both Moffett Road and Overlook Road. No additional dedication is required by the Major Street Plan along Overlook Road, and internal map images and parcel data indicate there is sufficient right-of-way along Moffett Road; however, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 100-foot right-of-way along Moffett Road (whichever is greater), and the existing right-of-way along Overlook Road.

Double-frontage lots are discouraged by Section 6.C.7. of the Subdivision Regulations, but the property has existed in its current configuration prior to current regulations. As such, a waiver of Section 6.C.7. may be appropriate and will be required for approval of the request.

The lot will meet the minimum size requirement for lots served by public water and sanitary sewer in the B-2 and B-5 zoning districts, as well as in the B-3 zoning district if rezoning of the property is approved with a B-3 classification. The size of the lot is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(f) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

The lot exceeds the minimum width requirements of Section 6.C.2(b)(4) of the Subdivision Regulations for non-residential lots along both street frontages.

No front yard setbacks are illustrated on the preliminary plat. Section 6.C.8. of the Subdivision Regulations requires the minimum front yard setbacks of the underlying zoning district and sub-district to be illustrated along all streets adjoining the subdivision. As such, if approved, revision of the plat should be required to illustrate a 25-foot front yard setback along both Moffett Road and Overlook Road wherever the lot is at least 60 feet wide, adjusted for any required dedication.

A 30-foot-wide screen planting strip is depicted on the preliminary plat where the site adjoins residential property to the West. If approved, a note should be placed on the Final Plat stating the site shall comply with the protection buffer requirements of Article 3, Section 64-3-8.A.1.(a) of the Unified Development Code wherever the site adjoins residentially zoned or utilized property.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Rezoning

The applicant is requesting to rezone the subject site from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District to facilitate redevelopment of a portion of the site with a warehouse larger than 40,000 square feet. Such a use is not permitted by right in the B-2 zoning district. As mentioned, the Board of Zoning Adjustment approved a Special Exception to allow a warehouse larger than 40,000 square feet in a B-3 zoning district should the request for rezoning be approved with a B-3 classification. A detailed description and justification of the request suggests there are multiple self-storage unit complexes larger than 40,000 square feet

less than a mile from the subject site, and that the proposal will be an improvement to the surrounding neighborhood. The application and supporting documentation are available via the link on Page 1 of this report.

The property is currently developed with 64,100± square feet of commercial building space split between three (3) buildings. The applicant proposes to demolish two (2) of the buildings located near the West property line and redevelop that portion of the site with a 60,000 square-foot warehouse. New landscape islands and site lighting are proposed, and the existing vegetative buffer to the West will be enhanced with a six (6)-foot tall privacy fence.

It should be noted that the proposed redevelopment will result in a building footprint greater than 50% of the existing building footprint. As such, if approved, full compliance with the development standards of Article 3 of the UDC will be required. This includes, but is not limited to:

- the provision of sidewalks along Overlook Road and Moffett Road;
- the provision of on-site pedestrian walkway connections;
- compliance with building design and height variation requirements;
- compliance with tree planting and landscape area requirements;
- the provision of a residential protection buffer where the site abuts residentially zoned or utilized property;
- compliance with parking lot lighting requirements and the provision of a photometric plan;
- the provision of off-street loading facilities; and
- the provision of bicycle parking.

The site abuts properties zoned R-1, Single-Family Residential Suburban District, to the West, which are developed with single-family dwellings. Article 3, Section 64-3-8.A. of the UDC requires a protection buffer wherever the boundary of a commercial building site adjoins an R-1 zoning district. Section 64-3-8.A.2. requires this buffer to be at least ten (10) feet wide and contain both a wall or fence, and a screen planting strip.

Except for the adjacent single-family dwellings, there are a variety of commercial uses within the vicinity of the subject site, including medical offices, gas stations, convenience stores, general office uses, and general retail stores. As the applicant mentions, there are self-storage facilities within the vicinity of the subject site along Moffett Road, but they were developed either by right in a B-3 zoning district, or with Planning Commission Approvals in a B-2 zoning district. Whether this indicates changing conditions in the surrounding area make rezoning of the subject site to B-5 appropriate is for the Planning Commission to decide, but it would seem rezoning to B-3, Community Business Suburban District may be more suitable as it allows for land uses of a lower intensity than those permitted in a B-5 district. Special Exception approval by the Board of Zoning Adjustment may further support that a B-3 classification is more suitable than a B-5 classification for the proposed warehouse use. It should be noted, however, that there do not appear to be any other warehousing or distribution facilities within the immediate vicinity of the subject site.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.7. (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way and, if less than 100 feet, dedication to provide 50 feet from the centerline of Moffett Road;
2. Revision of the plat to depict the existing right-of-way along Overlook Road;
3. Retention of the lot's size in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Revision of the plat to illustrate a 25-foot front yard setback along each street frontage where the lot is at least 60 feet wide, adjusted for any required dedication, in compliance with Section 6.C.8. of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating the site shall comply with the development provisions of Article 3 of the Unified Development Code;
6. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and

- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

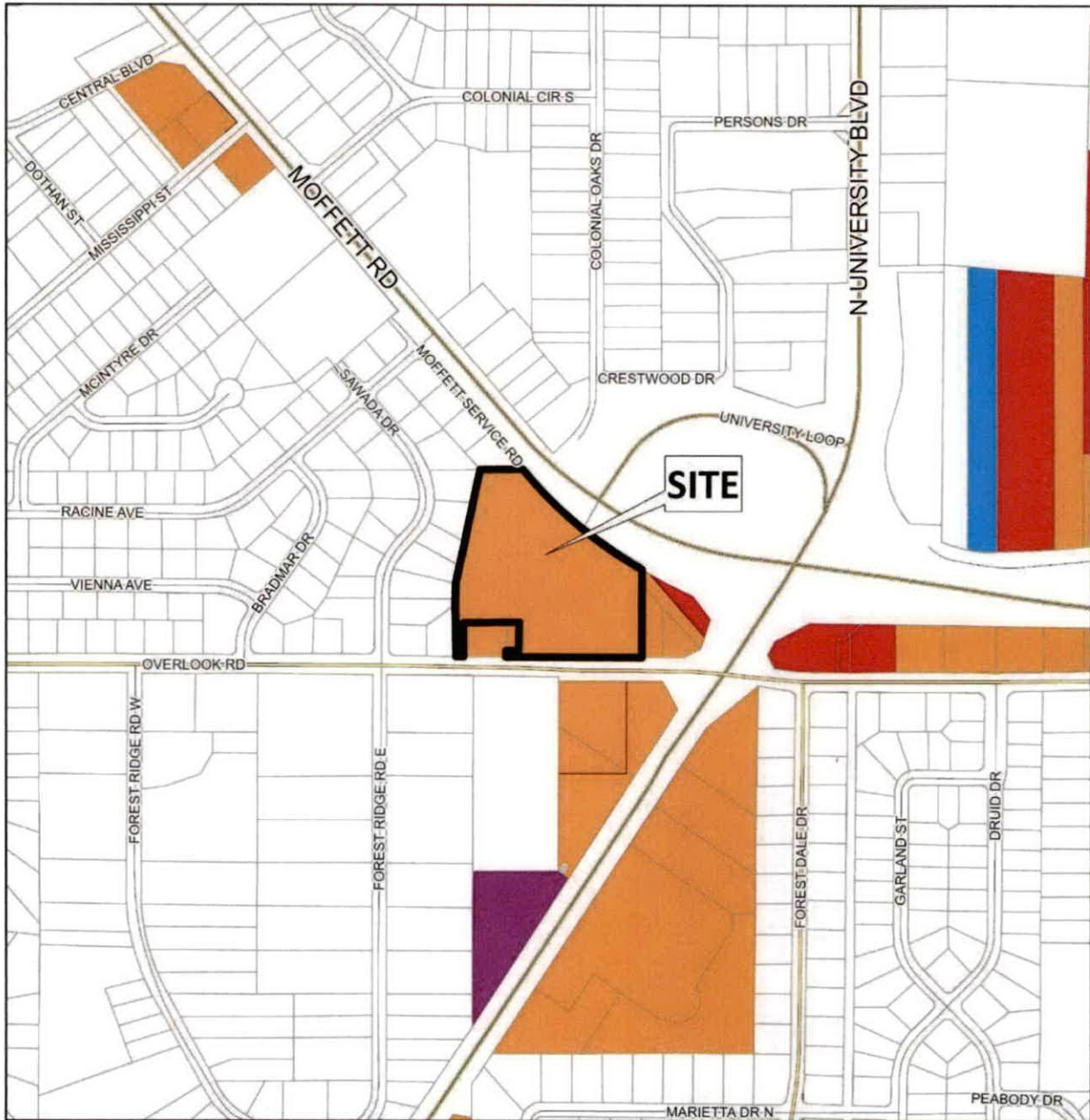
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Subdivision process;
2. Compliance with the development provisions of Article 3 of the Unified Development Code;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



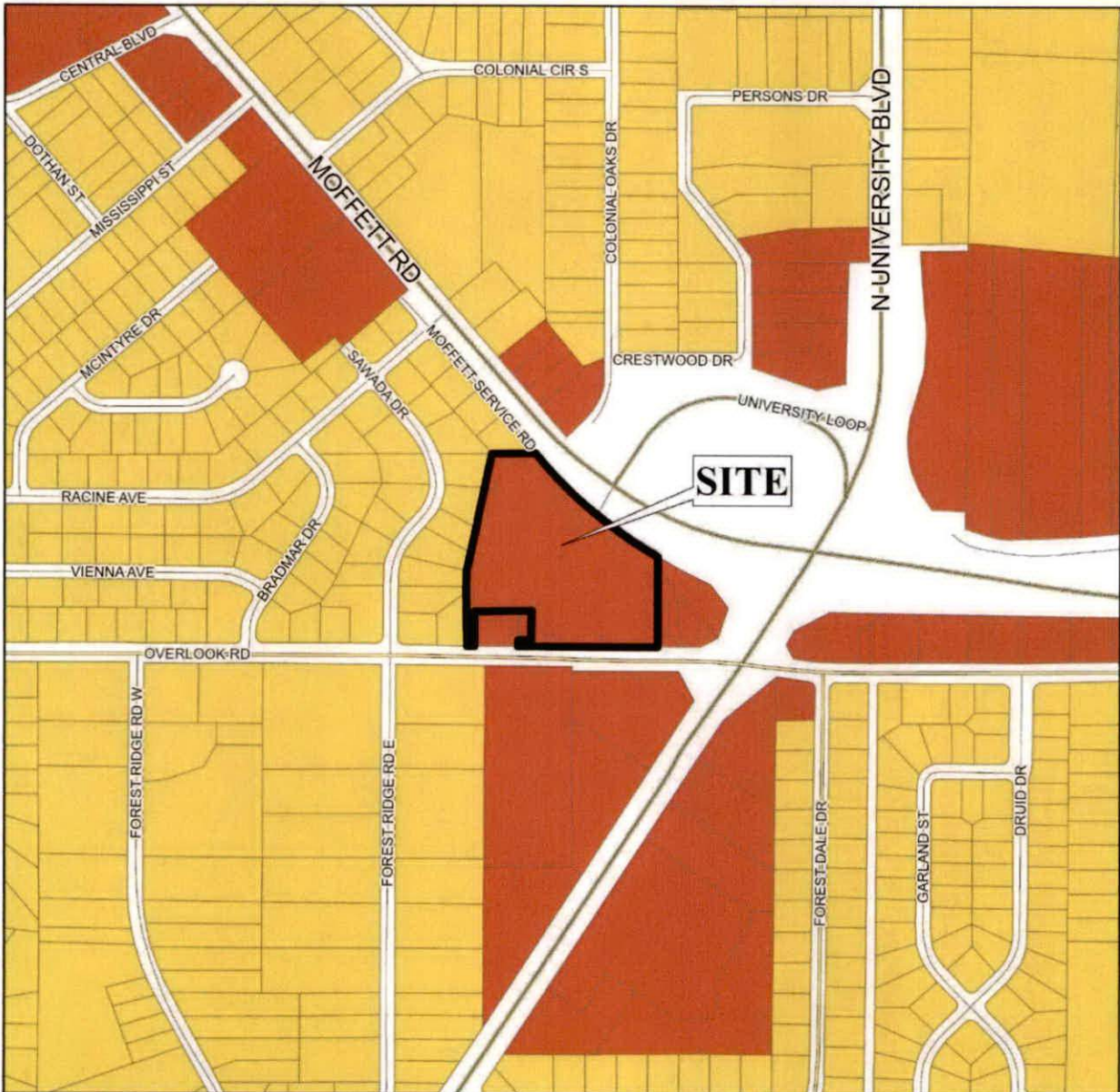
APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



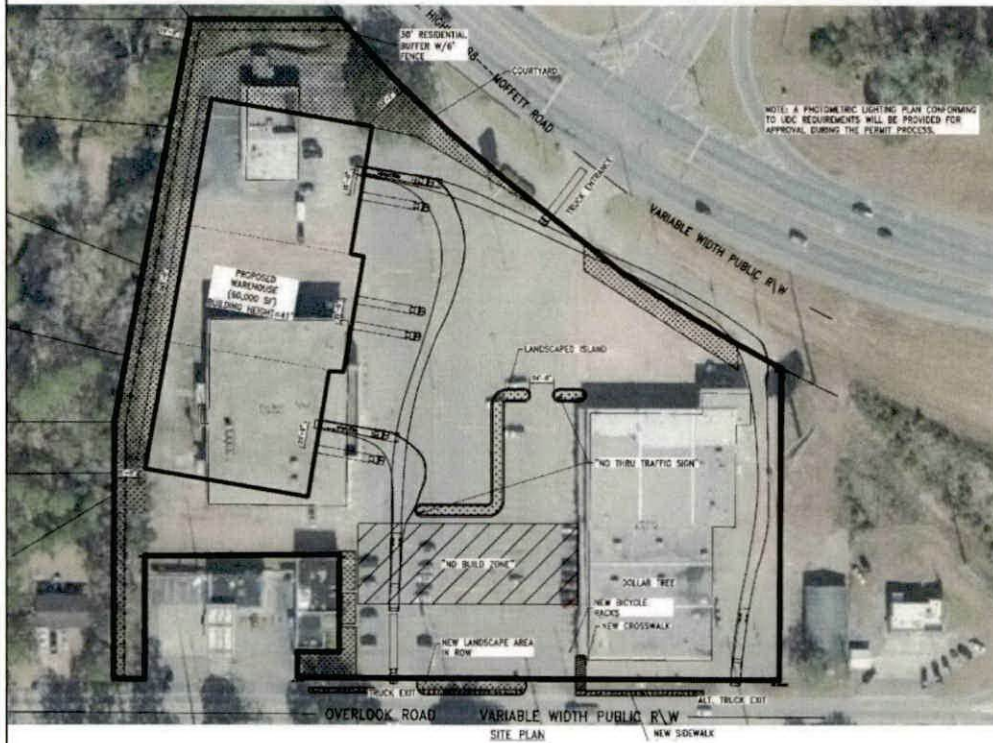
The site is surrounded by residential and commercial units.

APPLICATION NUMBER 10 DATE November 21, 2024
 APPLICANT Overlook Cargo Connection Subdivision
 REQUEST Subdivision, Rezoning from B-2 to B-5

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



SITE PLAN



The site plan illustrates the existing conditions, proposed building, and landscaping.

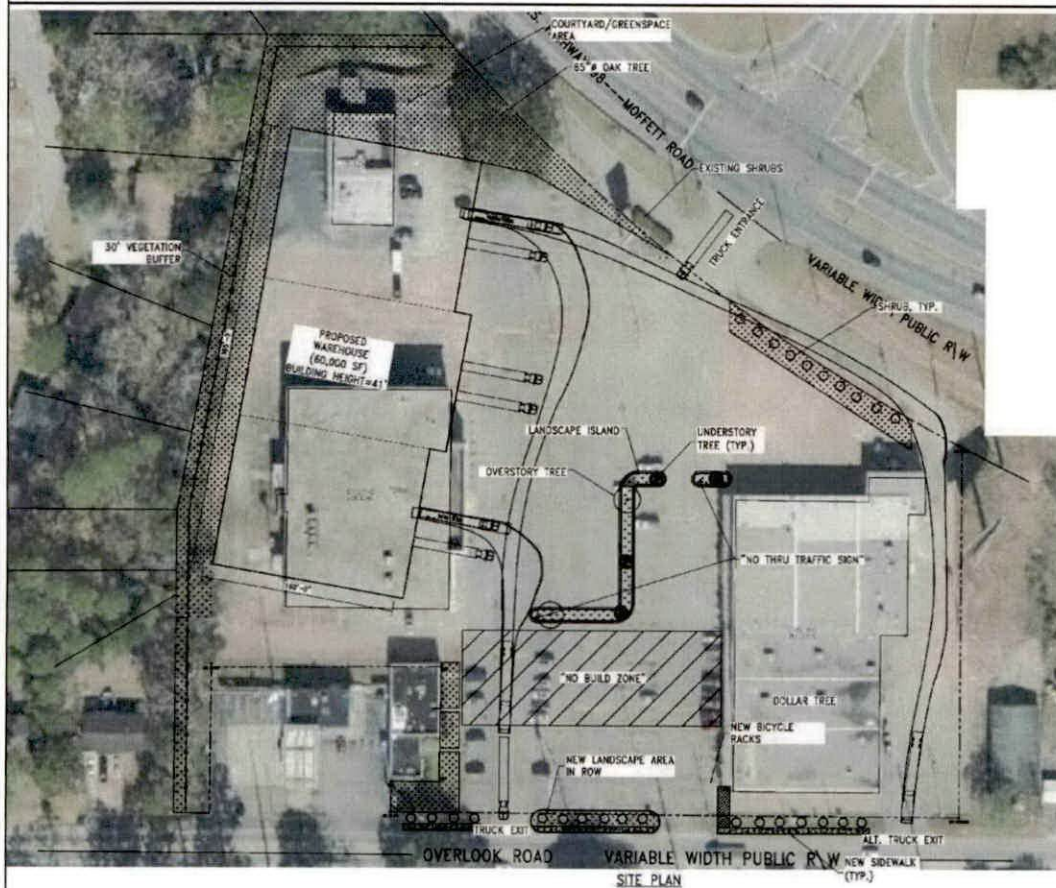
APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



LANDSCAPE SITE PLAN



APPLICATION NUMBER	10	DATE	November 21, 2024
APPLICANT	Overlook Cargo Connection Subdivision		
REQUEST	Subdivision, Rezoning from B-2 to B-5		



DETAIL SITE PLAN

LOT 31

U.S. HIGHWAY 98

MOFFETT ROAD

VARIABLE WIDTH PUBLIC R/W

EXISTING BLDG 1

EXISTING BLDG 2

30' SCREEN PLAYING STRIP

NON-EXCLUSIVE EASEMENT TO PARK MOTOR VEHICLES IN PARKING AREA OF UNIT 2 RP BOOK 2385, PG 424

ALABAMA POWER COMPANY EASEMENT RP BOOK 182, PG 803

WEST LINE OF ALABAMA POWER COMPANY EASEMENT

37' X 145' INGRESS/EGRESS EASEMENT RP BOOK 544, PG 184/ALABAMA POWER COMPANY EASEMENT RP BOOK 182, PG 803

27'44" X 95' INGRESS/EGRESS EASEMENT RP BOOK 2385, PG 424

NO BUILDING MAY BE CONSTRUCTED IN THIS AREA FOR ADJACENT RP BOOK 2385, PG 424

25' X 62'44" INGRESS/EGRESS EASEMENT RP BOOK 544, PG 872

25' X 62' INGRESS/EGRESS EASEMENT RP BOOK 130, PG 82

OVERLOOK ROAD

VARIABLE WIDTH PUBLIC R/W

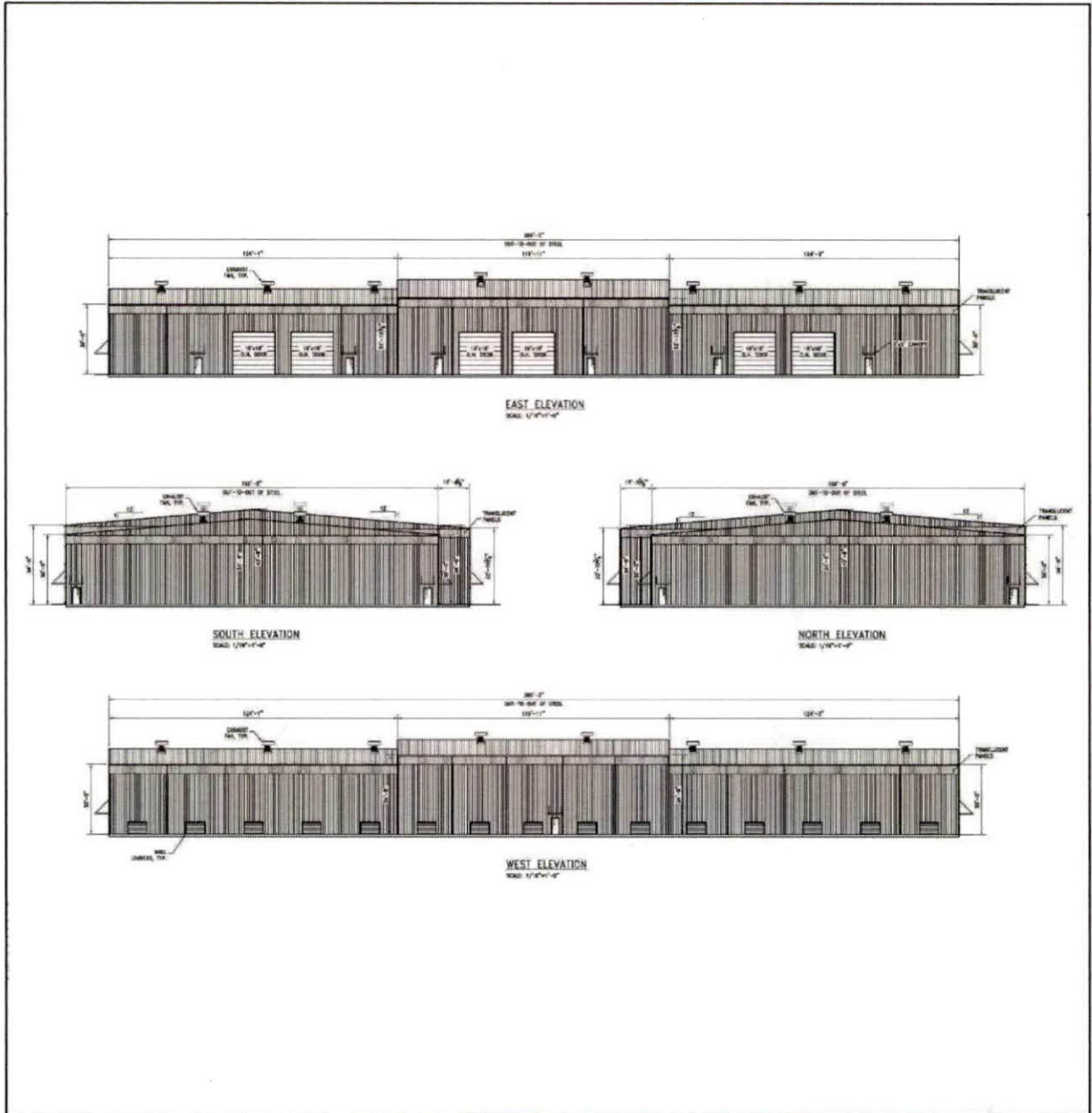
APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

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

Zoning District Correspondence Matrix

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



Application Submission Contact Information

Name of Project PMG MOFFETT RD
Address 5301 MOFFETT RD MOBILE, AL

Owner WALDA BESTHOFF, USURFRUCT
Address 1055 ST CHARLES AVE, SUITE 701 NEW ORLEANS, LA 70130
Phone 504-586-2003 Fax _____ E-Mail jsteiner@pmgleasing.com

Authorized Agent Bruce Smith - Cowles, Murphy, Glover & Associates
Address 457 St. Michael Street Mobile, AL 36602
Phone (251) 433-1611 Fax (251) 433-1411 E-Mail bsmith@cmg-a.com

Contractor _____
Address _____
Phone _____ Fax _____ E-Mail _____

Civil Engineer Bruce Smith - Cowles, Murphy, Glover & Associates
Address 457 St. Michael Street Mobile, AL 36602
Phone (251) 433-1611 Fax (251) 433-1411 E-Mail bsmith@cmg-a.com

Architect N/A
Address _____
Phone _____ Fax _____ E-Mail _____

Submitted By: 
Signature _____ Print Bruce Smith- Cowles, Murphy, Glover & Assoc.

08/06/24
Date _____

Agent/Engineer
Affiliation to project/Organization _____

Effective Date: April 1, 2012

REZONE JUSTIFICATION

*NUMBERING CORRESPONDS WITH REZONE APPLICATION

A1. THE SITE LIES WITHIN THE MIXED COMMERCIAL CORRIDOR (MCC). THE PROPOSED DEVELOPMENT ENHANCES EXISTING LANDSCAPE BUFFERS WITH A 6' FENCE AND INCLUDES ADDITIONAL LANDSCAPE ISLANDS TO THE PROPERTY. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD. THE EXISTING BUILDINGS ARE AN EYESORE TO THE COMMUNITY, ADDITION OF THE NEW BUILDING WILL INCREASE THE OVERALL DESIGN QUALITY OF THE NEIGHBORHOOD.

A2. NO.

A3. REZONING THIS PROPERTY FOR THE PURPOSE OF CONSTRUCTING A WAREHOUSE WILL HAVE A POSITIVE IMPACT ON THE COMMUNITY. THE PROPOSED WAREHOUSE WILL REPLACE +31,000 SF OF VACANT BUILDINGS. VACANT BUILDINGS AND PARKING LOTS ARE WELL KNOWN TO HAVE NEGATIVE EFFECTS ON CRIME RATES AND PROPERTY VALUES IN THEIR SURROUNDING COMMUNITY. A NEW WAREHOUSE WOULD UTILIZE SECURITY SYSTEMS AND AREA LIGHTING TO ENSURE THAT THE PROPERTY REMAINS CLEAN AND FREE OF ANY CRIMINAL ACTIVITY.

A4. THIS AREA HAS SEEN A COMMERCIAL DECLINE OVER THE LAST 20+ YEARS. WITH EASIER ACCESSIBLE COMMERCIAL PROPERTIES ALONG MOFFETT AND UNIVERSITY, THIS SITE HAS HAD MUCH DIFFICULTY RETAINING AND ATTRACTING NEW TENANTS. THE OWNER UNSUCCESSFULLY ATTEMPTED TO SELL THE PROPERTY IN 2021. THE EAST BUILDINGS ON THE SITE WERE RECENTLY RENOVATED IN 2015 AND MANY OF THE SPACES REMAIN VACANT. THE PROPOSED DEVELOPMENT WILL BRING VIABLE BUSINESS TO A PROPERTY AND AREA THAT IS LARGELY UNDERUTILIZED AND WILL REMOVE +31,000SF OF ABANDONED BUILDINGS AND REPLACE IT WITH A NEW OCCUPIED STRUCTURE.

B1. MANY PROPERTIES ZONED B-2 AND B-3 LOCATED BETWEEN MOFFETT RD. AND OVERLOOK RD. ARE VACANT. BUSINESSES THAT TRADITIONALLY UTILIZE B-2/B-3 ZONING HAVE LOCATED TO AREAS MORE EASILY ACCESSIBLE TO COMMERCIAL TRAFFIC AND MORE CENTRALIZED TO THE NEIGHBORHOOD CENTERS FURTHER WEST ALONG MOFFETT AND SOUTH ALONG UNIVERSITY.

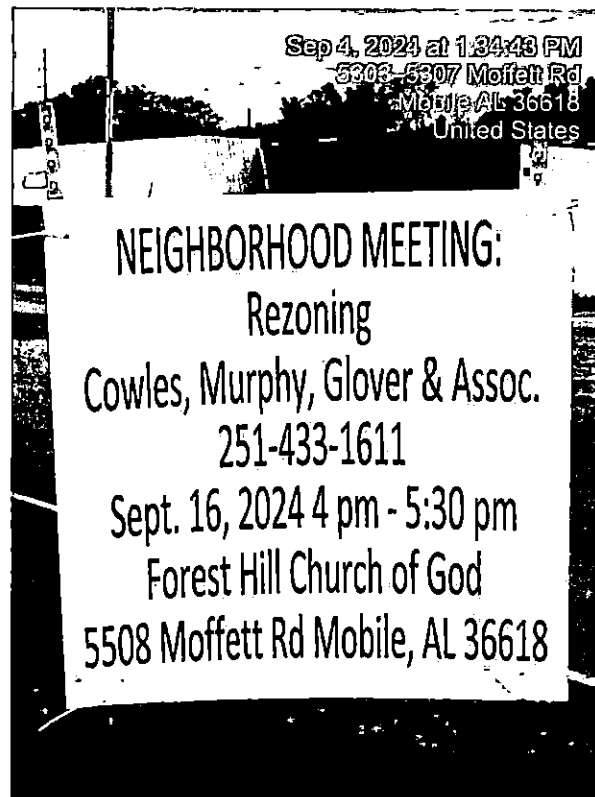
B2. THE PROPERTIES TO THE WEST OF THE SUBJECT PROPERTY ARE RESIDENTIAL (R-1). THE PROPERTIES ADJACENT TO THE EAST ARE ZONED B-2/B-3 AND ARE VACANT. THE SUBJECT PROPERTY HAS ACCESS TO MOFFETT RD. (PRINCIPAL ARTERIAL PER MSP), UNIVERSITY BLVD. (PRINCIPAL ARTERIAL PER MSP) AND OVERLOOK RD (MINOR ARTERIAL PER MSP). THE SURROUNDING AREA CONTAINS LARGE SELF-STORAGE COMPLEXES, MAWSS TREATMENT PLANTS, AND RETAIL.

B3. NO HEAVY MACHINERY WILL BE UTILIZED IN THE WAREHOUSE FOR ANY MANUFACTURING PURPOSES, ONLY FORKLIFTS AND TRUCKS WILL BE USED. LOADING/UNLOADING TRAFFIC WILL BE ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE RESIDENTIAL AREA. SECURITY SYSTEMS AND AREA LIGHTING WOULD BE UTILIZED TO THWART UNWANTED LOITERING. A LIGHT STUDY WILL BE PERFORMED TO ASSURE NO LIGHT POLLUTION TO ADJACENT PROPERTIES. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD.

B4. SURROUNDED BY PRINCIPAL AND MINOR ARTERIALS, THE CURRENT INFRASTRUCTURE IS ADEQUATE FOR THE PROPOSED USE. FINAL TRAFFIC FLOW WILL BE DETERMINED BY FINAL COMMENTS FROM ALDOT. THE SITE CURRENTLY HAS ACCESS TO ALL MAJOR UTILITIES. COMPARED TO THE SITES PREVIOUS USES, THE PROPOSED WAREHOUSE USE WILL CREATE LESS OF A DEMAND ON LOCAL UTILITIES. THERE WILL BE A DECREASE IN THE IMPERVIOUS SURFACE FOR THE PROPOSED IMPROVEMENTS, THEREFORE, CREATING LESS STORMWATER. EXISTING PIPES MAY BE REROUTED/REPLACED AS NECESSARY TO COMPLY WITH CITY OF MOBILE REGULATIONS.

B5. THE NEED FOR ADDITIONAL WAREHOUSE SPACE IN THE MOBILE AREA HAS BEEN WELL DOCUMENTED. THIS APPLICATION PROPOSES TO ASSIST IN MEETING THIS NEED WHILE IMPROVING AN EXISTING SITE THAT IS LARGELY VACANT/UNOCCUPIED. TWO UNOCCUPIED BUILDINGS WILL BE REPLACED WITH NEW CONSTRUCTION. THE UNOCCUPIED PARKING LOT WILL HAVE A NEW USE (INCLUDING UPDATED SECURITY) THAT WILL PREVENT UNWANTED LOITERING.







City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/19/24

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

ZON-UDC-003064-2024

Neighborhood Meeting Date: 9/16/24

Neighborhood Meeting Time: 4:00PM - 5:30PM

Neighborhood Meeting Location: 5508 MOFFETT RD MOBILE, AL

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

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

Additional documents (Describe: _____)

Applicant's Name: JANE STEINER
(First Name & Last Name)

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

X Jane Steiner Date: 9/19/24

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

Neighborhood Meeting

Date: 9/16/2024

Time: 4:00 - 5:30 pm

Location of Neighborhood Meeting: _____

5508 MOFFETT RD MORILE, AL 36618

Project Location: 5301 MOFFETT RD.

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

REZONING FROM B-2 TO B-5

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

X I Stener Date: 9/19/24

Please Sign In:

#1

Name: PATRICK V. HARWELL Email: pat5701@att.net
Address: 1516 SAWYER DR MOB AL36618 Phone: 251 510 1131

#2

Name: JARRETT J HARWELL Email: _____
Address: 1620 CRESTWOOD Phone: _____

#3

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

#4

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

Neighborhood Meeting Sign-In Sheet

Date: 4/16/24

Meeting Location: 5508 MOFFETT RD.

Applicant: S. Sturck

Application(s): EDN-UDC-003064-2024

#5

Name: _____ Email: _____

Address: _____ Phone: _____

#6

Name: _____ Email: _____

Address: _____ Phone: _____

#7

Name: _____ Email: _____

Address: _____ Phone: _____

#8

Name: _____ Email: _____

Address: _____ Phone: _____

#9

Name: _____ Email: _____

Address: _____ Phone: _____

#10

Name: _____ Email: _____

Address: _____ Phone: _____

#11

Name: _____ Email: _____

Address: _____ Phone: _____

#12

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 9/16/24

Meeting Location: 5508 MOFFETT RD.

Applicant: S. Seneel

Application(s): 20N-UDC-003064-2024

#13

Name: _____ Email: _____

Address: _____ Phone: _____

#14

Name: _____ Email: _____

Address: _____ Phone: _____

#15

Name: _____ Email: _____

Address: _____ Phone: _____

#16

Name: _____ Email: _____

Address: _____ Phone: _____

#17

Name: _____ Email: _____

Address: _____ Phone: _____

#18

Name: _____ Email: _____

Address: _____ Phone: _____

#19

Name: _____ Email: _____

Address: _____ Phone: _____

#20

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 9/16/24
Meeting Time: 4:00-5:30 PM
Meeting Location: 5508 MOFFETT RD
MOBILE, AL

Below is a summary of the proposed project presented at the Neighborhood Meeting:
CURRENT SITE IS PROPOSED TO BE REZONED FROM B-2 TO B-5. THE EXISTING
BUILDINGS ON THE WEST SIDE OF THE PROPERTY WILL BE DEMOLISHED AND A
NEW BUILDING WILL BE CONSTRUCTED. THE INTENDED USE OF THE NEW
BUILDING IS A WAREHOUSE.

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

SITE PLANS, PROPOSED BUILDING FLOOR PLAN, PROPOSED BUILDING
ELEVATIONS AND RENDERINGS.
TABLE 64-2-24.1 USE TABLE FROM ARTICLE 2 IN THE UDC WAS ALSO PROVIDED
FOR REFERENCE.

Please attach copies of the distributed information to this summary.

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

ONLY TWO RESIDENTS ATTENDED THE MEETING:

PATRICK HOWELL: MR. HOWELL WAS CONCERNED ABOUT THE NOISE AND
WORKING HOURS. IT WAS DISCUSSED THAT ALL OF THE LOADING WOULD BE
PERFORMED ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE ADJACENT
NEIGHBORHOOD. SECURITY WAS ALSO AN ISSUE THAT WAS DISCUSSED AS MR.
HOWELL IS UNHAPPY WITH THE CURRENT HOMELESS POPULATION THAT TAKE
SHELTER BEHIND THE VACANT BUILDINGS ONSITE. IT WAS DISCUSSED THAT

Neighborhood Meeting Summary

Date: 9/16/24

Applicant: JANE STEINER

Meeting Location: 5508 MOFFETT RD MOBILE, AL

Application: ZON-UDC-003064-2024

(Meeting summary, continued)

THE NEW WAREHOUSE WOULD BE MONITORED BY NEW SECURITY CAMERAS AND THAT THE NEW WAREHOUSE WOULD HELP BRING MORE SECURITY TO THE COMMUNITY (MR. HOWELL AGREED). MR. HOWELL LIKED THAT THE BUILDING WOULD PROVIDE ADDITIONAL WIND PROTECTION DURING TROPICAL WEATHER EVENTS.

JARRETT HARWELL: NO MAJOR CONCERNS. HE MENTIONED WORK HOURS AND TRAFFIC. IT WAS DISCUSSED THAT SINCE THE TENANTS ARE NOT KNOWN, EXACT WORK HOURS ARE ALSO NOT KNOWN. IT IS ANTICIPATED TO THAT TRUCK TRAFFIC WOULD BE APPROXIMATELY 6 TRIPS/DAY.

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

The Neighborhood Meeting ended at the following time: 5:35PM

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

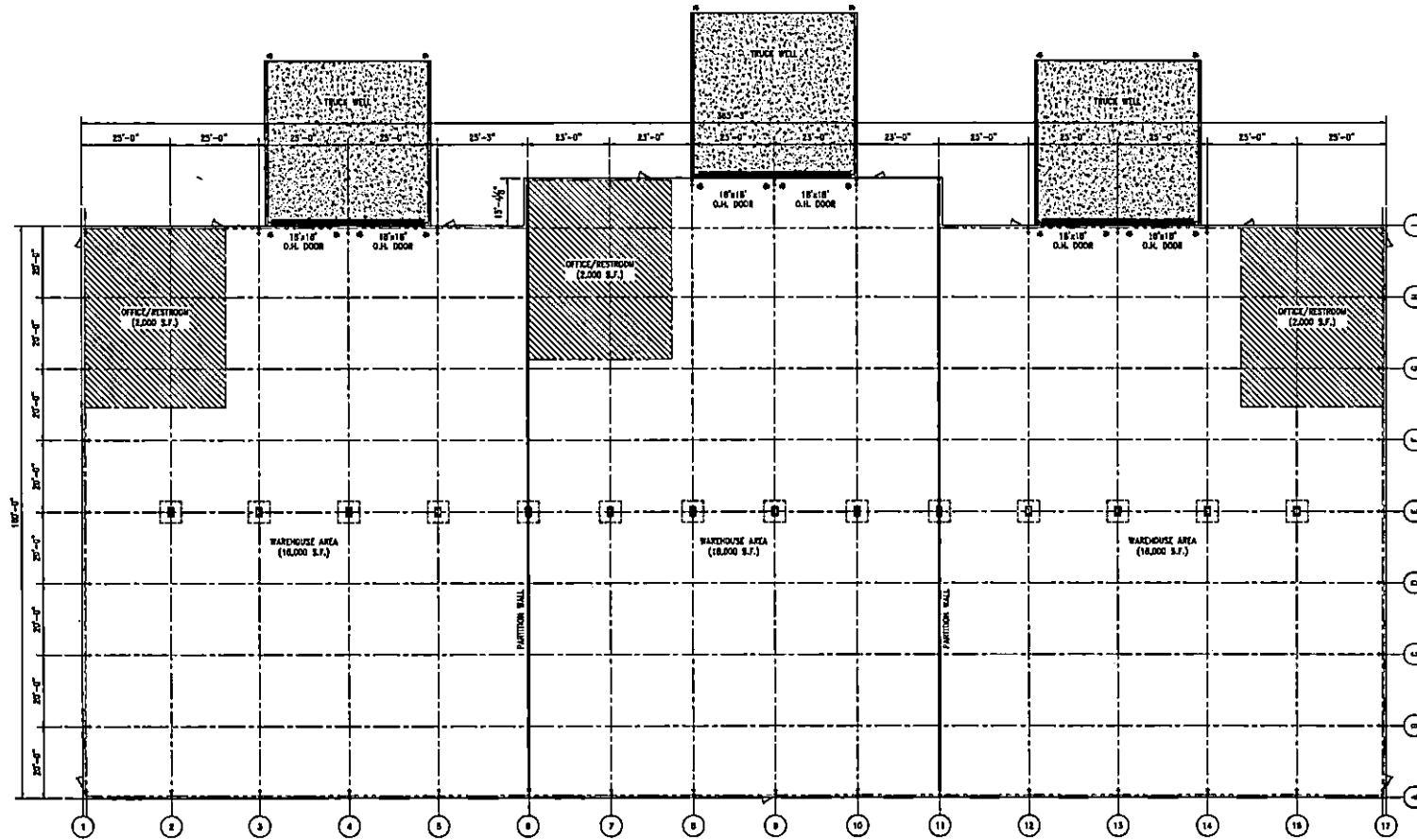
X Jane Steiner

Date:

9/19/24

Page 2 of 2





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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

REV.	DESCRIPTION	DATE	BY	CHK'D
A	ISSUED FOR REVIEW	08/08/24	VTH	WES

Cowles, Murphy, Glover & Associates
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE

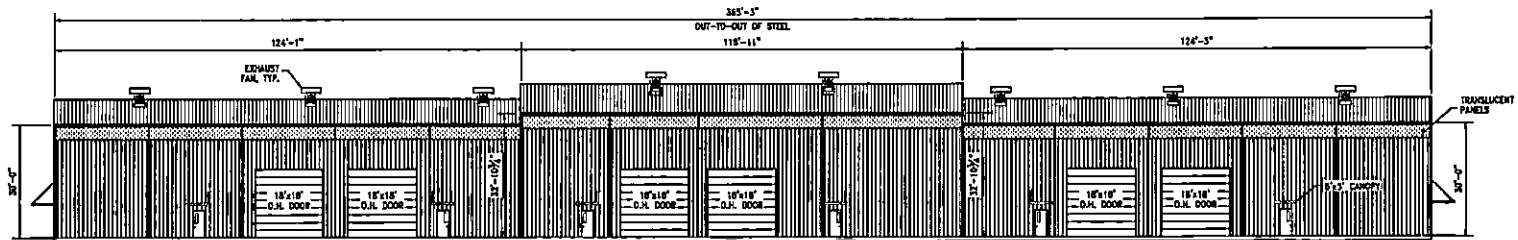
457 St. Michael St., Mobile, AL 36602
Alabama (251) 433-1611
11880 Cranston Dr. Ste 102, Arlington, TN 38002
Tennessee (901) 290-5444

PROJECT

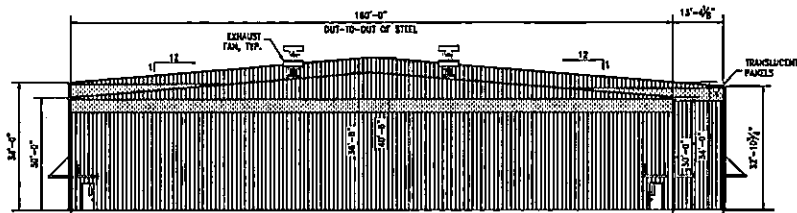
PMG
MOFFETT ROAD

MOBILE,
ALABAMA

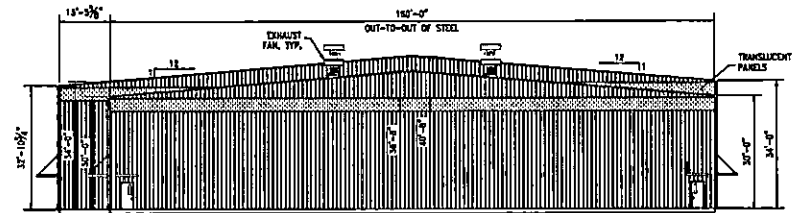
FLOOR PLAN					
SCALE	AS NOTED	SCALE BY	VTH	DATE	08/08/24
DATE	08/08/24	DATE	08/08/24	DATE	08/08/24
4536		4536		4536	
					4536-S1



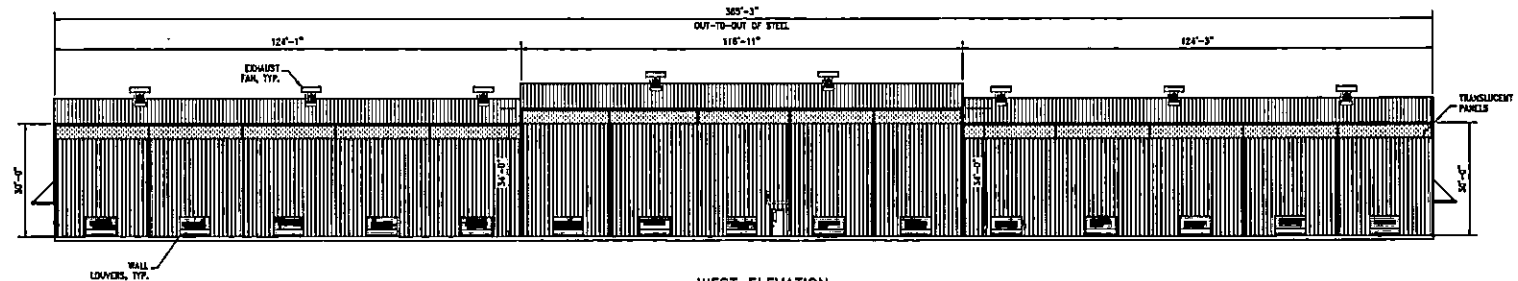
EAST ELEVATION
SCALE: 1/16"=1'-0"



SOUTH ELEVATION
SCALE: 1/16"=1'-0"



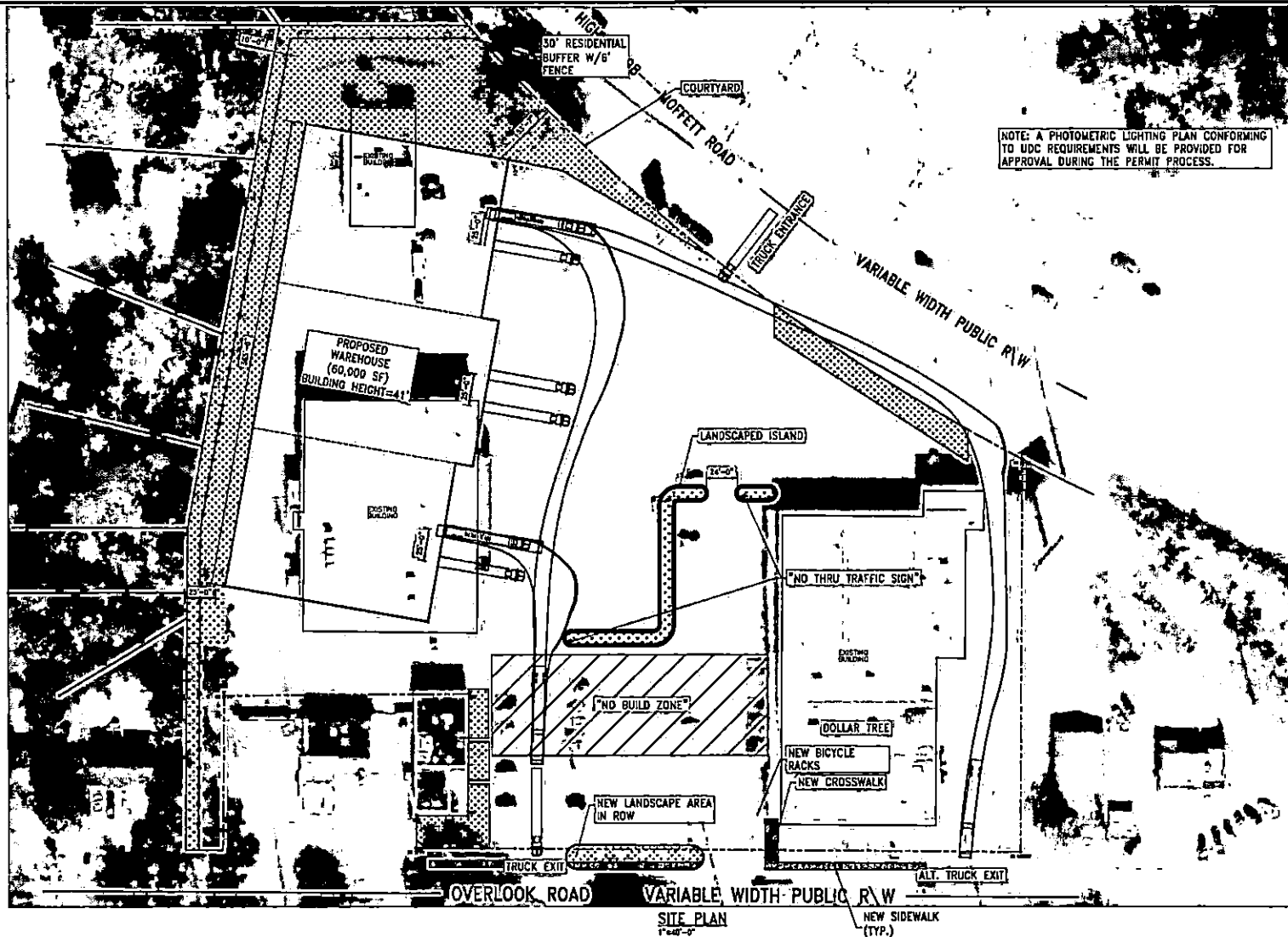
NORTH ELEVATION
SCALE: 1/16"=1'-0"



WEST ELEVATION
SCALE: 1/16"=1'-0"

D. COWLES, MURPHY, GLOVER & ASSOCIATES, INC., 2014
CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

				Cowles, Murphy, Glover & Associates A Full Service Engineering Firm PERFORMANCE • RELIABILITY • EXPERIENCE				457 St. Michael St., Mobile, AL 36602 Alabama (251) 433-1611 11880 Cranston Dr. Ste 102, Arlington, TN 38002 Tennessee (901) 290-5444				PROJECT PMG MOFFETT ROAD MOBILE, ALABAMA				FILE EXTERIOR ELEVATIONS							
A		ISSUED FOR REVIEW		08/08/24	VTH	WBS			AS NOTED		08/08/24	VTH	WBS	08/08/24	VTH	WBS	4536-S2						
REV.		DESCRIPTION		DATE	BY	CHECKED			4538		08/08/24	VTH	WBS	08/08/24	VTH	WBS	4536-S2						



REV.	DESCRIPTION	DATE	BY	CHK'D
B	REVISED BUILDING AND LANDSCAPING LAYOUT	09/20/24	MSF	WED
A	ISSUED FOR REVIEW	08/09/24	MSF	WED

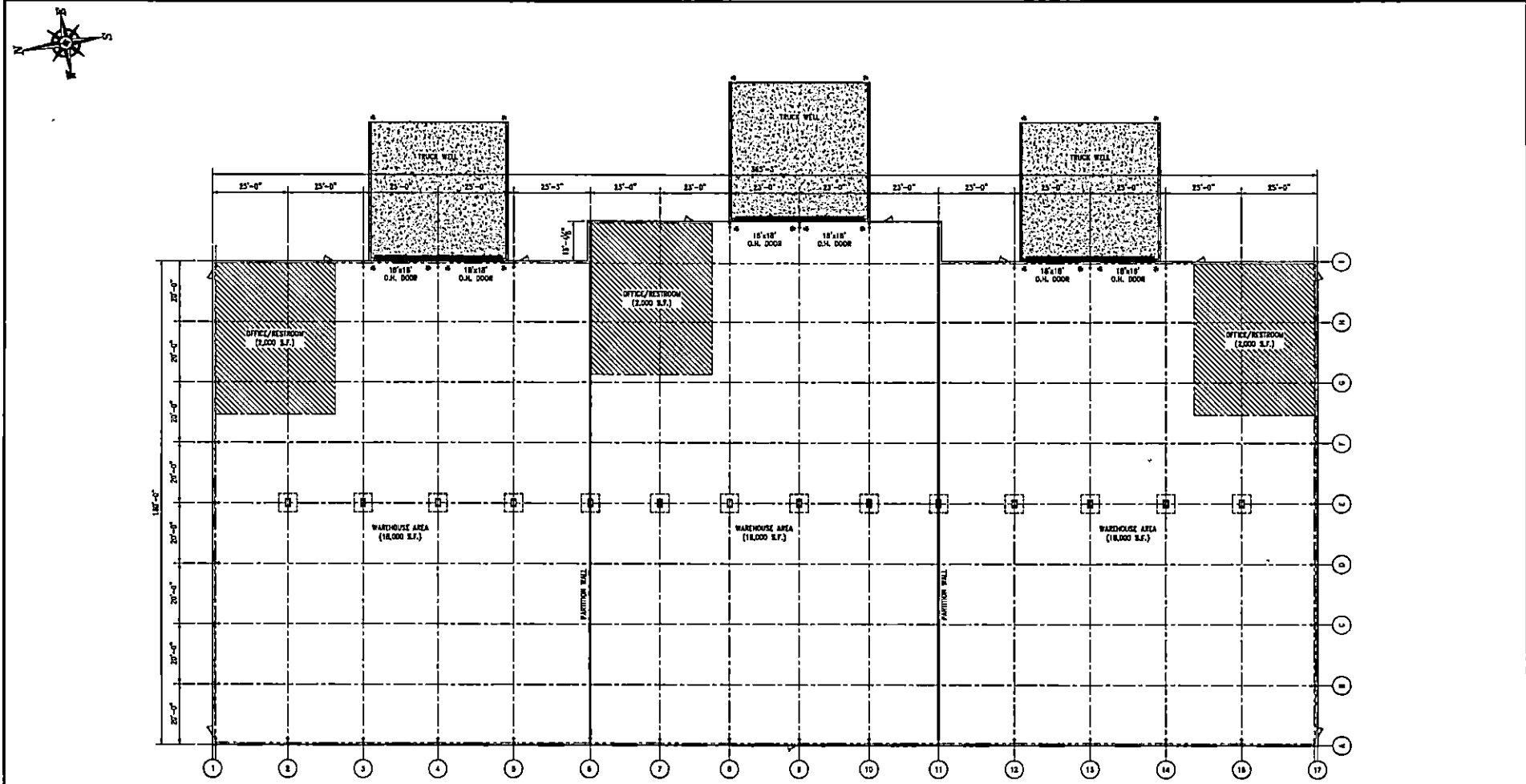
Cowles, Murphy, Glover & Associates
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457 St. Michael St., Mobile, AL 36602
Alabama (251) 433-1611
11880 Cranston Dr. Ste 102, Arlington, TN 38002
Tennessee (901) 290-5444

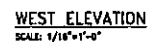
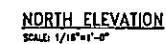
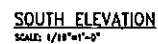
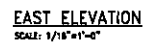
PROJECT
**PMG
MOFFETT RD.**
**MOBILE,
ALABAMA**

SITE PLAN					
SCALE	DATE BY	DATE	SHEET	OF	TOTAL SHEETS
AS NOTED	MSF	08/09/24			8
30' = 1"	CHECKED BY	DATE	PROJECT NUMBER		
4330		08/09/24	4536-C2		

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Cowles, Murphy, Glover & Associates A Full Service Engineering Firm PERFORMANCE • RELIABILITY • EXPERIENCE				457 St. Michael St., Mobile, AL 36602 Alabama (251) 433-1611 11880 Cranston Dr. Ste 102, Arlington, TN 38002 Tennessee (901) 290-5444				PROJECT PMG MOFFETT ROAD MOBILE, ALABAMA				TITLE FLOOR PLAN			
A ISSUED FOR REVIEW REV. DESCRIPTION DATE BY CHK'D				08/08/24 VTH WBS 4336				DATE 08/08/24 4336				SHEET 1 OF 1 4536-S1			

Page 61 of 1013

WALKER CLAUDIA Y & KENDRICK S WALKER
8545 TUNBRIDGE WELLS DR S
SEMMES, AL 36575

WARD AISHA NICOLE
9805 TRAVELER WAY
MOBILE, AL 36695

PATEL PARASKUMAR KHANDUBHAI &
MANISHAKUMARI GIRISHBHAI PACHCHIGAR
5308 MOFFETT RD
MOBILE, AL 36618

LYLE WILLIAM L & AUDRA C
6751 MOFFETT RD
MOBILE, AL 36618

PATEL PARASKUMAR KHANDUBHAI &
MANISHAKUMARI GIRISHBHAI PACHCHIGAR
5308 MOFFETT RD
MOBILE, AL 36618

LEWIS TONY F & GLORIA LULE
6751 MOFFAT RD
MOBILE, AL 36618

BESTHOFF SYDNEY J III & WALDA, LIFE EST
1055 ST CHARLES AVE SUITE 701
NEW ORLEANS, LA 70130

PRIME CARE PEDIATRICS LLC
8330 TADDISH DR N
MOBILE, AL 36695

PRICE PROPERTIES LLC
18 KINGSWAY
MOBILE, AL 36608

RENEW FAMILY DENTAL LLC
5710 KATHERINE HANKINS RD
THEODORE AL 36582

BELALLAH MAHER
9139 OLD ROMAN CIR
MOBILE, AL 36695

PRICE PROPERTIES LLC
18 KINGSWAY
MOBILE, AL 36608

PRESBYTERY OF MOBILE
855 SELMA ST
MOBILE, AL 36603

SOUTHWEST INVESTMENT GROUP LLC
7620 CUMBERLAND CT
MOBILE, AL 36695

A & J LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36695

SHELTER CHURCH INC
1613 DONHAM DR
MOBILE, AL 36618

STANLEY FRANCES E OR DIANE S WOODWARD,
TRUSTEES, OR THEIR SUCCESSORS IN TRUST,
1550 VASSAR CT
MOBILE, AL 36695

WATSON BRANDON
1529 SAWADA DR
MOBILE, AL 36618

CARP BERNICE MCCAMPBELL & WILLIAM M
CARP
1513 SAWADA DR
MOBILE, AL 36618

STRANGE JAMES III
1511 SAWADA DR
MOBILE, AL 36618

CARTER MAKAYLLA, ADBEL JAMES ELLIOT
CARTER & MALIK CARTER
1509 SAWADA DR
MOBILE, AL 36618

KITTRELL BETTY
PO BOX 180643
MOBILE, AL 36618

SETH SABYUMVA & NDAYISHIMIYE ORENIE
5324 OVERLOOK RD
MOBILE, AL 36618

GIDDENS ALISA
1504 SAWADA DR
MOBILE, AL 36618

JEFFERY LEDARREL
1030 HEARTHSTONE CT
MOBILE, AL 36608

BROWN EMANUEL & VIRGINIA
1512 SAWADA DR
MOBILE, AL 36618

HOWELL PATRICK V & CATHERINE M
1516 SAWADA DR
MOBILE, AL 36618

HOUSTON GEORGE D II
P O BOX 180064
MOBILE, AL 36618

DUNNAM LEWIS N & PHYLIS M DUNNAM
1524 SAWADA DR
MOBILE, AL 36618

BLACKMAN MARCUS & VANICE S
6428 CHERRY RIDGE CT W
MOBILE, AL 36695

SEAWRIGHT SHARON GALE
1532 SAWADA DR
MOBILE, AL 36618

BRYANT CAROLYN BURRELL
5319 MOFFETT RD
MOBILE, AL 36618

CRABTREE DEBORAH BEECH
5311 MOFFETT RD
MOBILE, AL 36618

GRAYSON MAURICE L & VALERIE L GRAYSON
5320 OVERLOOK RD
MOBILE, AL 36618

DUNKLIN BELINDA A
5305 MOFFETT RD
MOBILE, AL 36618

AMAYA TITO B & ELIDA TAMI
5323 OVERLOOK RD
MOBILE, AL 36618

COWLES, MURPHY, GLOVER & ASSOCIATES
457 ST. MICHAEL STREET
MOBILE, AL 36602

CITY OF MOBILE, OFFICE OF CITY CLERK
WATER ST AREA URBAN RENEW PROJ 3RD
UNIT
205 GOVERNMENT PLAZA
MOBILE, AL 36644

WALDA BESTHOFF, USUFRCT
1055 ST CHARLES AVE. SUITE 701
NEW ORLEANS, LA 70130

Notice of Neighborhood Meeting

August 13th, 2024

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Walda Besthoff** will be submitting to the Mobile City Planning Commission:

(1) Rezone: Zoning Change to rezone the property at 5301 Moffet Road Mobile, AL 36618 from Neighborhood Business District (B-2) to Office Distribution District (B-5).

The Neighborhood Meeting will be held at the following time, date, and location:

Date: August 27th, 2024

Time: 4:00 pm - 5:30 pm

Location: Forest Hill Church of God 5508 Moffett Rd, Mobile, AL 36618

You are receiving this notice because your property is located within 300 feet of **5301 Moffet Road Mobile, AL 36618**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Bruce Smith

Cowles, Murphy, Glover, & Associates

457 St. Michael St. Mobile, AL 36602

bsmith@cmg-a.com



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)

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

RESOLUTION

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

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



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.

Init.

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User Notes:

(1517508463)

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 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)

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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§ 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 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.

- 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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User Notes:

(1517508463)

fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

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

§ 9.2.7 Non-Agency Clause:

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

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User Notes:

(1517508463)

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

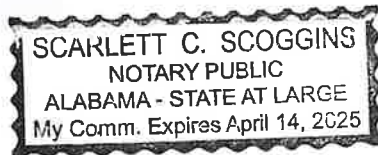
STATE OF Alabama
COUNTY OF At Large

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, 2024.

Scarlett C. Scoggins
NOTARY PUBLIC

My Commission Expires: 4.14.25



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User Notes:

(1517508463)

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)

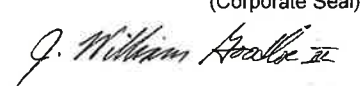
By: 

(Signature)

Name and Title: Darrell Deas / Vice Pres

SURETY Company: Hartford Casualty Insurance Company

(Corporate Seal)

By: 

(Signature)

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

Resident Agent: 

(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

Performance Bond

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

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | 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

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 D. Dozois

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]
(Signature)

Name and Title: [Signature] Vice President

SURETY

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)

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

Resident Agent: [Signature]

(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

Labor and Material Payment Bond

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

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | 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 |
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| ☐ | 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. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, 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 D. 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 email: Archique.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@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



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

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company		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)

[illegible]



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

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.



Subcontracting and Major Supplier Plan

	X	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

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 Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBFs 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
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Parent Company	
Number of Employees	20 to 99
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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	CONTACT NAME: Charity Tout	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 817-349-2334	E-MAIL ADDRESS: CTout@higginbotham.com	
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	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:			

License#: 2081754
GORAAIR-01

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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.

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

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

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.

- 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

- (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.



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

POLICY NUMBER: A0160905003

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 INSURED,
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.

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:

- 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.

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

(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.



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

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

RESOLUTION

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:

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



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.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

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

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

The Owner and Architect agree as follows.

Init.

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(1264010347)

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12	SPECIAL TERMS AND CONDITIONS
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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:

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User Notes:

(1264010347)

.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

Init.

.2

(Paragraphs deleted)

Other, if any:

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

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

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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User Notes:

(1264010347)

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:

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

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 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.

§ 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.

§ 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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.

§ 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.

§ 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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User Notes:

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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 ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

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

Legal Name of Party to Contract-Consultant:

WAS Design, Inc.

OWNER (Signature)

ARCHITECT (Signature)

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

James Crowe, PLA
(Printed name, title, and license number, if required)

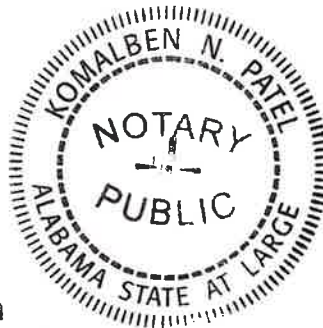
ATTEST:

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



My Commission
Expires May 15, 2027

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User Notes:

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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

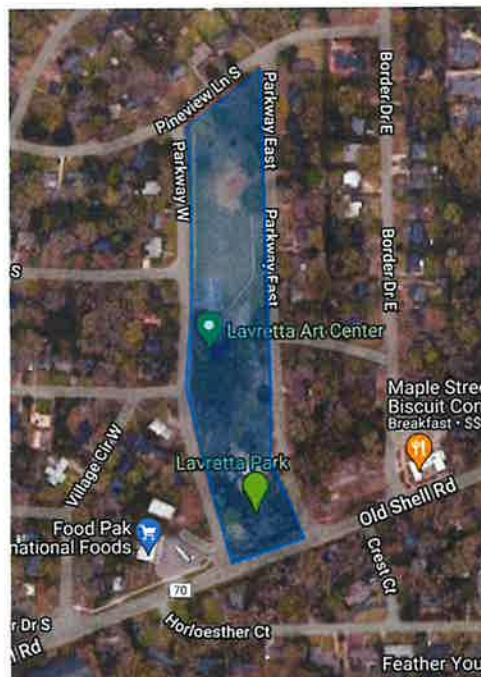


Figure 1: Project work area, Lavretta Park, Mobile

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



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

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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	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 <u>5</u> Female <u>2</u> Minority <u>2</u> Non-minority <u>SDVO</u>
Total # of Employees	<u>7</u>

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 email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company 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)

[illegible]



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.



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

	/	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	/	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	/	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.



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 09:42 EST)

(Signature)

REAM Director

(Title)

01/14/2025

(Date)

251-208-7628

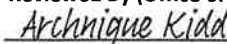
Telephone Number

boatwright@cityofmobile.org

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)


Archnique Kidd (Jan 14, 2025 09:42 EST)

(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.

[Browse Results](#)

[New Search](#)

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



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	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
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:
INSURED WAS Design Inc 218 North Alston Street Foley AL 36535	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: Progressive Specialty Ins Co INSURER C: The Sheffield Fund INSURER D: ACE AMERICAN INSURANCE COMPANY INSURER E: INSURER F:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	984090424	7/18/2024	7/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	Y	600-2024-15773-00 HDOG48955940	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ 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**CANCELLATION**City of Mobile
Architectural Engineering Dept
P O Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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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	CONTACT NAME: Kasey Heupel PHONE (A/C, No, Ext): 13037563418 E-MAIL ADDRESS: denver@buckner.com FAX (A/C, No):
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535	INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 480397 WASDESI-01	NAIC # 10120

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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			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**CANCELLATION**

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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RESOLUTION

Sponsored by: Ben Reynolds – District 4

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 **916 SHADY BROOK DRIVE** 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, and 8; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **916 SHADY BROOK DRIVE** described as:

LOT 5 YOST PLACE MKB 5 P 687 #SEC 51 T4S R1W #MP29 09 51 0 005

Parcel Number: 29 09 51 0 005 104

Last Assessed to: PACKER WEDER

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

December 2, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **916 SHADY BROOK DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **PACKER WEDERIS** A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 005 104

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

916 SHADY BROOK DR

Property Details

PARCEL KEY#	00890209	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
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	Y
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	2/16/2024	COMMENTS	

Property Score

SCORE	70	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

NO IL BERN

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-22-24

Vote 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/16/2024

Property Address: 916 Shady Brook Drive

District No: 4

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



















Affidavit of Mailed Notice



December 2, 2024

State of Alabama
County of Mobile

Subject Property – 916 Shady Brook Drive.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

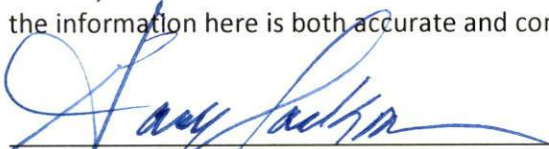
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Weder Packer
916 Shady Brook Drive
Mobile, AL 36606-2729

October 22, 2024

RE: **916 Shady Brook Drive**
Project Number: ME-073-24

Dear Weder Packer:

On October 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 916 Shady Brook Drive.

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

LOT 5 YOST PLACE MKB 5 P 687 #SEC 51 T4S R1W #MP29 09 51 0
005

Parcel Number: 29 09 51 0 005 104

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:

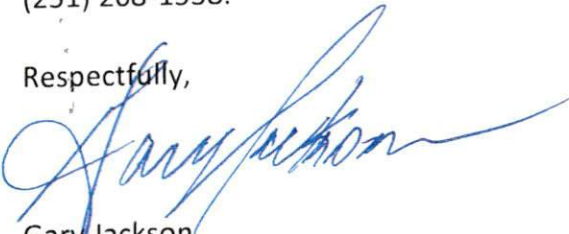
- a) Repair the structures / and or building by **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 2024**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **December 6, 2024**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **December 10, 2024, 2024 at 10:30 a.m.,** a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
- ☒ Repaired; or,
☒ Demolished
- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 916 Shady Brook Drive

Date: September 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 18, 2024

Per the Title Report, the owner is: Fee simple title is vested in Weder Packer

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Weder Packer
916 Shady Brook Dr
Mobile AL 36606-2729 | Owner – Subject/location address – LexisNexis
address good 4/2024 – Phone numbers are 251-
442-4909, 251-716-3157 both good numbers as of
5/1/2024 and 7/2023. |
| 2 | Weder Packer
923 Whistler St
Mobile AL 36610-2251 | LexisNexis address good 4/2024 |
| 3 | Weder Packer
712 Meaher Ave Apt 1857
Mobile AL 36610-3247 | LexisNexis address good 8/2024 |

TAX STATUS: 2023 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Weder Packer, filed 7/23/2024, recorded 8/15/2024,
instrument number 2024051890.



CAPITAL CONTRACT SUMMARY SHEET

C0964 Langan Lake Dredging



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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. LID Resolution updated
2. 3MC Initial Contract Packet - City of Mobile (FY22)

REVIEWERS:

Tiereney Leverette

Lana Gauthier

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, 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



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 the City of Mobile. 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



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 minimus 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.

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 minimus 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 concern 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

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) Mailing Address P.O. Box 1827 Mobile, AL 36633	Physical Address 205 Government St. Mobile, AL 36602
Sponsor Organization Type (check one) ☒ Municipality ☐ County Government ☐ University ☐ State Government ☐ Nonprofit 501(c)(3)	
Federal Identification Number 63-6001318	Unique Entity Identifier (UEI) / Entity ID QV8KPHH9J8A3

Section 2 PROJECT CONTACT INFORMATION

Project Contact William S. Stimpson, Mayor City of Mobile	Project Coordinator (if different than project contact) 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: <i>City of Mobile - Phase I</i>	☒ Yes ☐ No

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

<u>Waterbody Name(s)</u>	<u>12 digit USGS HUC(s) and Watershed Name</u>	<u>County</u>
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)

Pounds of Nitrogen	1297.37 lbs/yr
Pounds of Phosphorus	168.66 lbs/yr
Tons of Sediment	43.79 tons/yr
Other (Pathogens, etc.):	N/A

Model Used- (Pollutant Load Estimation Tool (PLET))

PLET
PLET
PLET
N/A

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS

Name of Partner	Type(s) of Commitment to Project Success <i>(Describe the commitment of time, activities, or other specified resource for the project.)</i>	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.

Alabama Workplan for Section 319 NPS Watershed Project

	• 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)

Alabama Workplan for Section 319 NPS Watershed Project

	• 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
<u>Task 2—Measures of Success</u>	• 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.
---------------------	--

Alabama Workplan for Section 319 NPS Watershed Project

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 - Measures of Success</u>	• 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

Alabama Workplan for Section 319 NPS Watershed Project

	• 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/ EQUIP: Cost-share rate is based on the current Natural Resource Conservation Service (NRCS) EQUIP 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

Alabama Workplan for Section 319 NPS Watershed Project

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 Enviroscope 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/#:

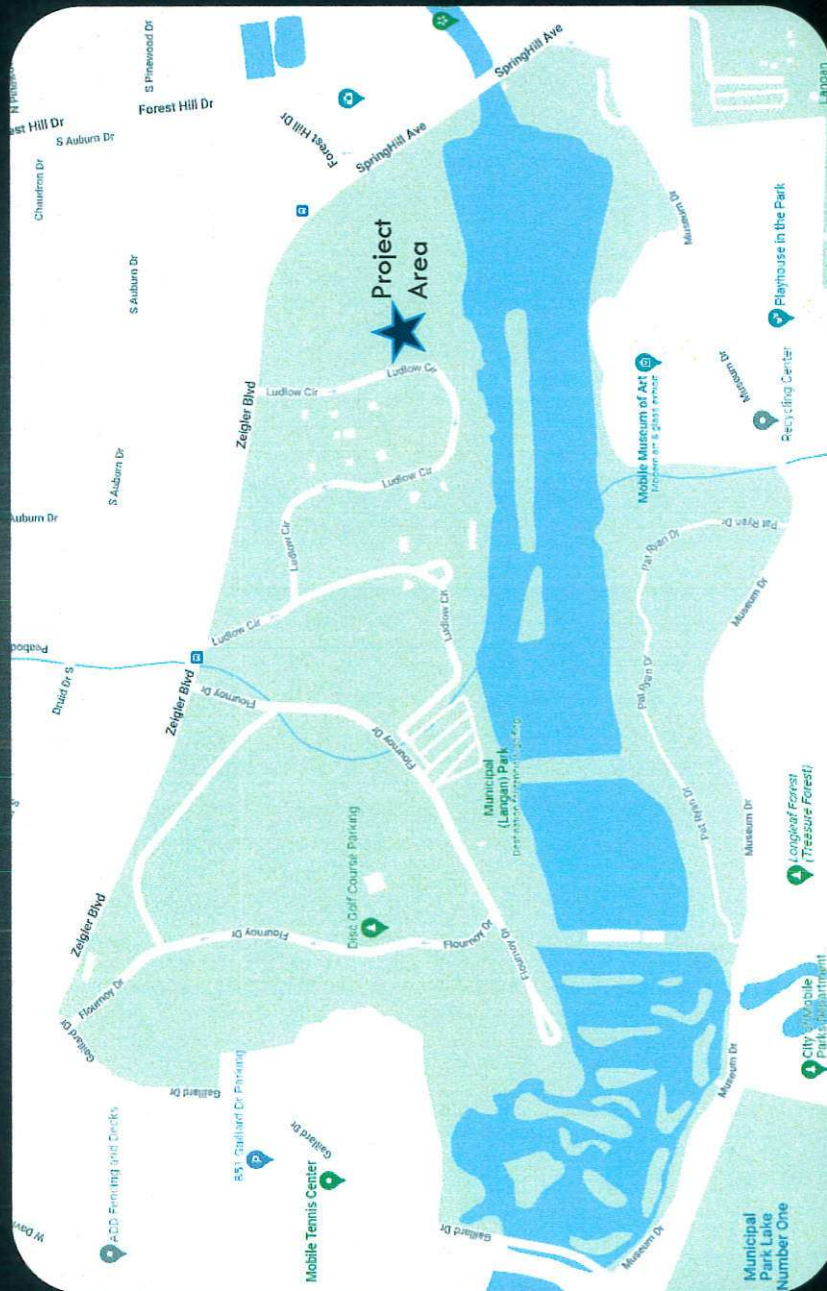
Date REC'D:

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		

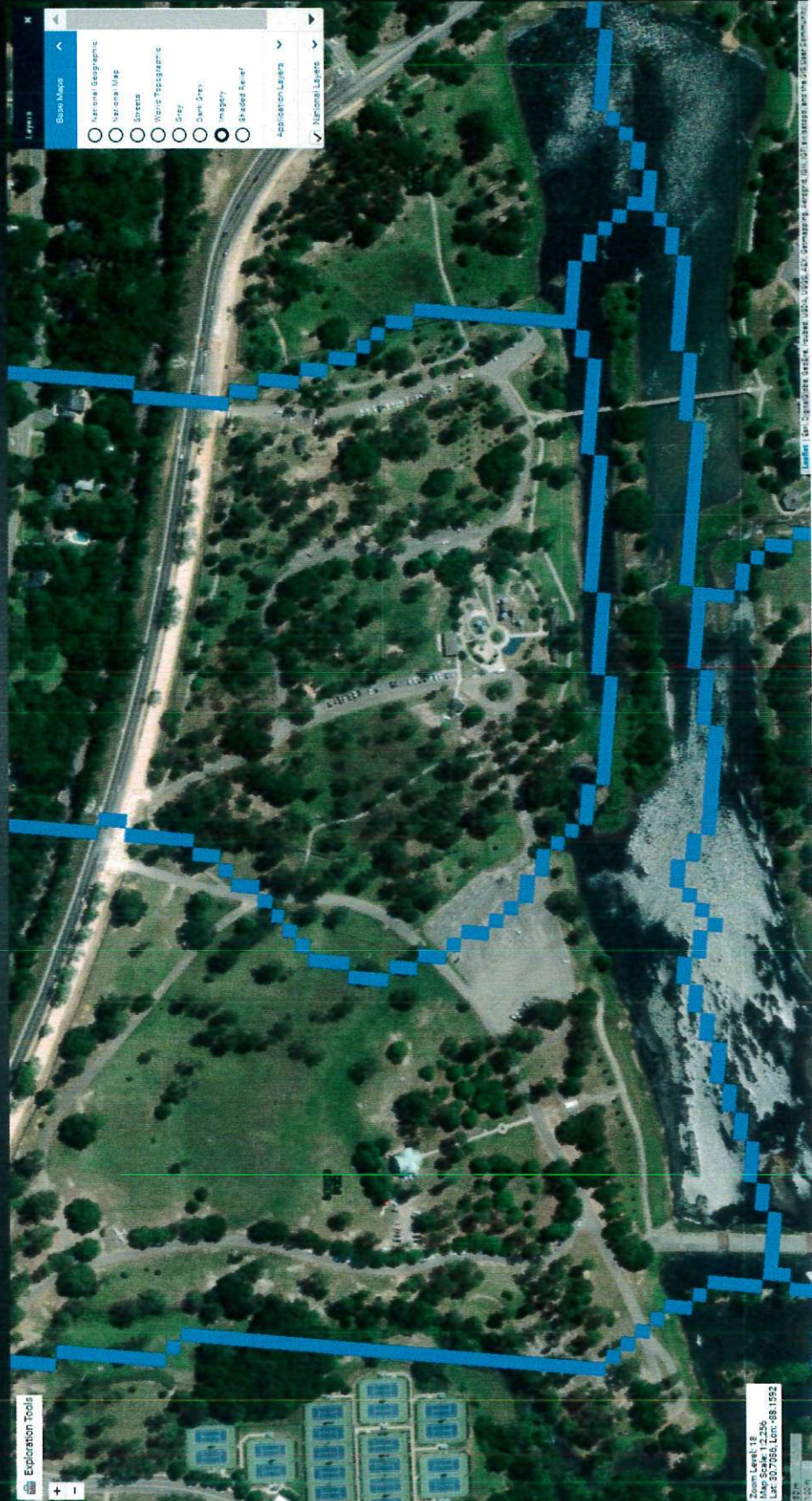
****Important Notes

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/>.



STREAM STATS MAP







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,

Robertta Arena Swann
Director



BOARD OF DIRECTORS

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Susan Pruet
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Shelly Gensmer-Cleek

Bart Greer

Neil Johnston

Reid Loper

Catherine McInnis

Katie Owens

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, Executive Director



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,

A handwritten signature in cursive script that reads "Stew Scyphers". The signature is written in dark ink and is positioned below the word "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>



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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:

Tiereney Leverette

Lana Gauthier

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11312</u>	2025	(2086F) FLOOD CONTROL	2016 40LB BAGS OF SALT FOR STREET DEICING (PRICE BELOW BID REQUIREMENT)	\$23,929.92	<u>(290766)</u> <u>ALABAMA</u> <u>POOLWORKS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011312-00 FY 2025 PO 25004059 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Converted
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Page 1

Vendor
ALABAMA POOLWORKS LLC
19267 S GREENO RD

Ship To
PUB WORKS-FLOOD CONTROL
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 Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/25	1290766				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

THIS PO REPLACES THE VERBAL PO GIVEN BY SANDRA LEWIS OF ENZO1PUBLICWORKS

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011312-00 FY 2025 PO 25004059 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
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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 11, 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:

Tiereney Leverette

Lana Gauthier

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3754</u>	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	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003754-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
Fax 251-928-9933

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

001	AS PER QUOTE AND CO-OP PRICING NPP.GOV PS20095 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 bsd 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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003754-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
Fax 251-928-9933

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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	2000.80.00.0000.0000.0000.0000.47010. 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	2000.80.00.0000.0000.0000.0000.44020. E C1024 .OPERSUPPLS.			4464.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003754-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	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 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	2000.80.00.0000.0000.0000.0000.47010. E C1024 .CAPEQUIPMT.			13122.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003754-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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	2000.80.00.0000.0000.0000.0000.47010. E C1024 .CAPEQUIPMT.			6995.00

=====	=====
Bill To	Requisition 00003754-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	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	1.00	900.00000	900.00
NPP.GOV-PS20095 Basic installation	EACH		
with air test			
Vendor Item			

1 2000.80.00.0000.0000.0000.0000.44020.			
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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003754-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
006	FREIGHT	1.00	1100.00000	1100.00
	Additional Description Notes	EACH		
	NPP.GOV-PS20095			
	Vendor Item			
	Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.44020. 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
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***** Project Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003754-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved	Page 7
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Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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
2000.80.00.0000.0000.0000.0000.44020.		

6464.00

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES
 2000.80.00.0000.0000.0000.0000.47010.

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



Q Welcome Samantha ▾



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



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) (<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) (<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>)



Welcome **Samantha** ▾

[Bauer Compressors Contract Overview](https://prod-resources.nppgov.com/app/uploads/2018/05/10145530/Bauer-Contract-Overview-1920-SCBA-V1.pdf) (<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)



17930 International Blvd. Suite 900
Seattle, WA 98188 | 877.329.8847 (tel:+8773298847)
customerservice@nppgov.com (<mailto:customerservice@nppgov.com>)

Contracts	Company	Media Center
Fire & Rescue (https://nppgov.com/contract_category/fire/)	Contact Us (https://nppgov.com/contact-us/)	News (https://nppgov.com/news_events/)
Law Enforcement (https://nppgov.com/contract_category/law/)	How NPPGov Contracts Work (https://nppgov.com/how-nppgov-contracts-work/)	Events (https://nppgov.com/events/)
Public Safety (https://nppgov.com/contract_category/ems/)	About Us (https://nppgov.com/about-us/)	Leadership Team (https://nppgov.com/leadership-team/)
Government (https://nppgov.com/contract_category/government/)	FAQ (https://nppgov.com/faq/)	Referrals (https://nppgov.com/referrals/)
Education (https://nppgov.com/contract_category/education/)		
Nonprofit (https://nppgov.com/contract_category/nonprofit/)		

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[//www.linkedin.com/company/nppgov/](https://www.linkedin.com/company/nppgov/)

Welcome **Samantha** ▾

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,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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:

Tiereney Leverette

Lana Gauthier

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6709</u>	2025	(1510) FIRE ADMINISTRATION	4 MASIMO RAD-57 PULSE OXIMETER KITS WITH SPCO FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$18,789.00	(280710) <u>MASIMO</u> <u>AMERICAS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006709-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor MASIMO AMERICAS INC 52 DISCOVERY IRVINE, CA 92618 Tel#800-326-4890 Fax 949-297-7499	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/25	280710				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER QUOTE 00500458 Kit, Rad-57 Handheld, EMS Pkg 1, Masimo Rad-57 Kit w. SpCO measurement, Adult Rainbow sensor, RC-01 cable, carry case, item #3734 per quote 00500458 Vendor Item	4.00 EACH	3999.00000	15996.00
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1 6120.70.15.0000.0000.1510.0000.0000.44020.	15996.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

002 WARRANTY EXTENDED AS FOLLOWS:	4.00 EACH	697.00000	2788.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006709-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor MASIMO AMERICAS INC 52 DISCOVERY IRVINE, CA 92618 Tel#800-326-4890 Fax 949-297-7499	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/25	1280710				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	5.00000	5.00
	Additional Description Notes per quote 00500458 Vendor Item Inventory Item/Loc 14009	EACH		
1	6120.70.15.0000.0000.1510.0000.0000.44020.			5.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006709-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor MASIMO AMERICAS INC 52 DISCOVERY IRVINE, CA 92618 Tel#800-326-4890 Fax 949-297-7499	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/25	1280710				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
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	18789.00	2465086.25
EMERGENCY MEDICAL SVCS EXP		
OPERATING SUPPLIES		

***** 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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:

Tiereney Leverette

Lana Gauthier

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
<u>8033, 13414</u>	2025	(4010) SPECIAL EVENTS, (2025) OPERATIONS AND CEMETERIES	MARKETING SERVICES FOR EVENTS AND PARKS DEPARTMENTS (PROFESSIONAL SERVICES)	\$107,000.00	<u>(290783) SPIRE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008033-00 FY 2025 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42070. Review: Buyer: Status: Released	Page 1
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To 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
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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
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008033-00 FY 2025 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42070. Review: Buyer: Status: Released	Page 2
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To 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
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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
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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
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.42070.		
EVENTS EXP	58000.00	
CONTRACT LABOR		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013414-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.42010. Review: Buyer: Status: Released	Page 1
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	1290783				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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013414-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.42010. Review: Buyer: Status: Released	Page 2
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To 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
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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
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.20.2030.2025.2005.0000.0000.42010.	49000.00	
OPERATIONS EXP		ADVERTISING

***** 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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013414-00 FY 2025 Acct No: 1000.50.20.2030.2025.2005.0000.0000.42010. Review: Buyer: Status: Released	Page 3
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To 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
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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 11, 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:

Tiereney Leverette
Lana Gauthier

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

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



**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 ENGINEER 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. Any 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 ENGINEER'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



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;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

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;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

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;



CITY OF MOBILE – EXHIBIT 1

MS4 Program Support 2025 Scope of Services

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

City of Mobile
MS4 Program Support
Exhibit 2 - Estimated Fees

Labor

Meetings and Support	\$	73,630	
Public Education and Public Involvement	\$	25,000	
Illicit Discharge Detection and Elimination (IDDE)	\$	86,820	
Program Support			
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

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
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.

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

<u>Base Contract Amount</u>	<u>\$ 450,000.000</u>
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Additional Services (If requested in writing by the City Engineer)\$ 5,000.00

<u>Total Contract Amount including Additional Services</u>	<u>\$ 455,000.00</u>
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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	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER C: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER D: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: 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:	
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ 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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ 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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC419728203 AOS WC419728503 WI	08/30/2024	08/30/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Per Claim \$1,000,000 Aggregate \$5,000,000 SIR/Deductible \$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 <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570110386356



AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED 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.

**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 email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company **FORM 1: Background and Plan**

Company	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: Phone: Brian.Morgan@mbakerintl.com 251-341-3128



Subcontracting and Major Supplier Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

Name of Bidder/Proposer: Michael Baker International, Inc.

[illegible]Page 3 of 5
Subcontractor/Supplier Plan



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

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 <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was <u>unqualified</u> 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



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

Sponsored by Mayor William S. Stimpson and Gina Gregory, Councilmember

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property located on Mordecai Lane, Mobile, AL 36605 commonly referred to as The Water Reservoir, hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold.

SEE ATTACHED EXHIBIT ‘A’

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

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

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

SECTION FIVE: That certain Warranty Deed of the above-described property made by City of Mobile to Board of Water and Sewer Commissioners of the City of Mobile in 1953, recorded in Real Property Book 580 Page 129 of the records in the office of the Judge of Probate of Mobile County, Alabama. Said Warranty Deed included a reversionary interest stating that title was to automatically revert back to the City if the Property was not developed. The reversionary interest is to be released with the Quit Claim Deed in exchange for one half of the sales proceeds at closing.

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

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

Adopted:

City Clerk

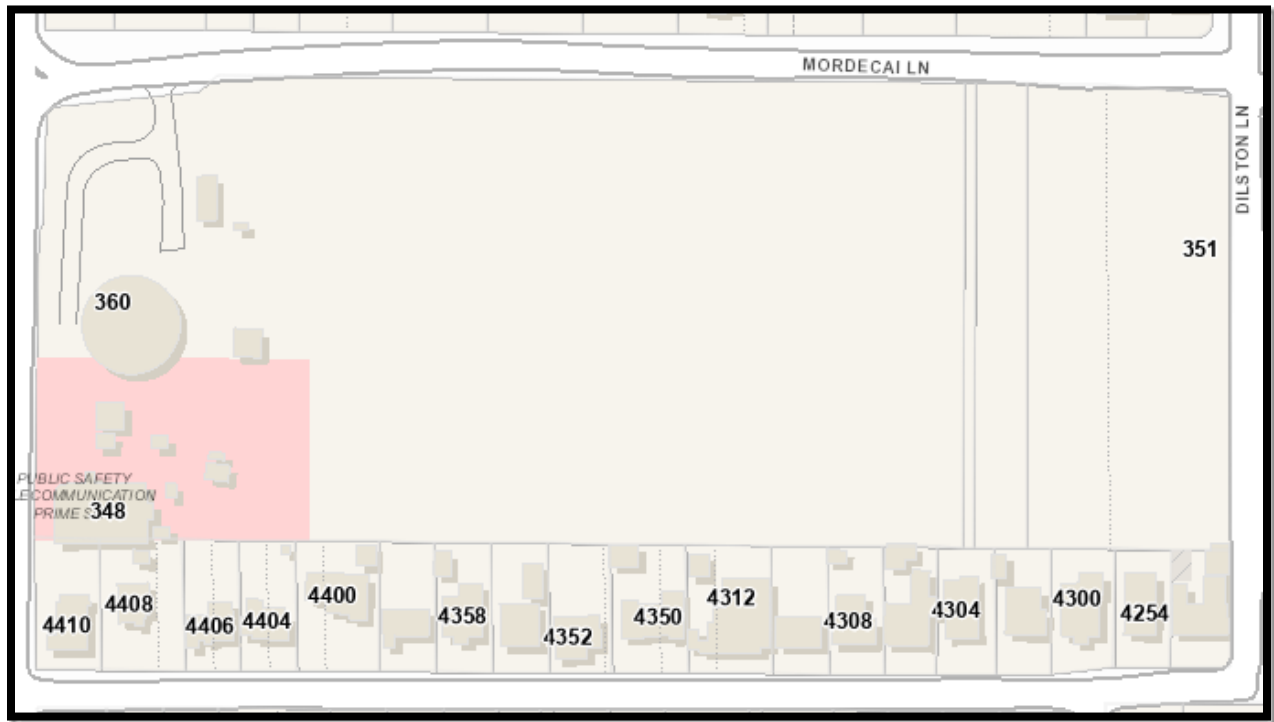
Exhibit A

Mordecai Lane, Mobile, AL 36605

KEY NO. - 1670105

PARCEL NO - 28 06 14 1 001 067

Legal Description: Lot 1, The Cedars, Block A and recorded in Real Property Book 580, Page 129
Probate Court Records Mobile, County, AL



STATE OF ALABAMA

COUNTY OF MOBILE

AGREEMENT TO PURCHASE AND SELL REVERSIONARY INTEREST

THIS AGREEMENT TO PURCHASE AND SELL REVERSIONARY INTEREST (herein referred to as the "**Agreement**") is made and entered into on this ____ day of February, 2025 ("**Effective Date**"), by and between the **CITY OF MOBILE, ALABAMA** (hereinafter referred to as "**Seller**"), and **THE BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE** (hereinafter referred to as "**Purchaser**").

WITNESSETH:

WHEREAS, Purchaser is the owner of that certain tract or parcel of land with Key #1670105 and located on Mordecai Lane, Mobile, Alabama 36608, as more fully described on **Exhibit "A"** attached hereto and made a part hereof by reference (said parcel, together with all improvements, if any, situated thereon, and all hereditaments, appurtenances, rights, permits, licenses, easements and rights-of-way incident and appurtenant thereto are herein collectively referred to as the "**Property**") pursuant to that certain Indenture recorded in the records in the Office of the Judge of Probate, Mobile County, Alabama at Book 580, Page 129 ("**Vesting Deed**"); and

WHEREAS, Purchaser desires to sell fee simple title to the portion of the Property as described on **Exhibit "B"** attached hereto and made a part hereof by reference ("**Quitclaim Parcel**") to a third party, free and clear from Seller's reversionary interest in the Quitclaim Parcel ("**Future Sale**"); and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase all of the Seller's interest, including any reversionary interest, in the Quitclaim Parcel on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. PURCHASE AND SALE. Upon satisfaction of the conditions set forth below, Seller agrees to convey, by quitclaim deed to Purchaser, any interest Seller has in the Quitclaim Parcel, and Purchaser agrees to purchase and pay for said interest from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Quitclaim Parcel and all improvements and fixtures and equipment forming part of the Quitclaim Parcel, to the extent Seller has any interest therein, are being sold "AS IS" with no express or implied warranties of any sort. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH REGARD TO THE REAL PROPERTY, INCLUDING AN IMPROVEMENTS, FIXTURES OR EQUIPMENT THEREON (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED).

2. **PURCHASE PRICE.** The purchase price (the “**Purchase Price**”) for the Quitclaim Parcel shall be equal to one half (1/2) of the Net Proceeds (as hereinafter defined) arising from the Future Sale of the Quitclaim Parcel by Purchaser, less fifty percent (50%) of the Cost of Future Sale Due Diligence incurred by Purchaser (as hereinafter defined). The Cost of Future Sale Due Diligence shall not include any cost paid for by third party buyer. The term “**Net Proceeds**” as used in this Agreement shall mean the net proceeds paid to Purchaser as reflected on the closing statement of the Future Sale.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid by Purchaser to Seller via wire transfer on the day of closing of the Future Sale (the day of sale to Purchase and the day of the Future Sale shall collectively be referred to herein as “**Closing**”), less fifty percent (50%) of the Cost of Future Sale Due Diligence. The Cost of Future Sale Due Diligence shall not include any cost paid for by third party buyer, but may include items such as surveying, subdivision, title work and legal work related to the development, auction and closing of the Future Sale. The Seller paid half of the cost of a title search conducted three (3) years ago, but has not contributed to the cost of survey work to date.

4. **SELLER’S REPRESENTATIONS AND WARRANTIES.** As an inducement to Purchaser entering into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as of the date hereof and as of Closing Date (defined below) as follows:

4.1 Authority. Subject to Article 6 hereof, (a) Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey any interest Seller may have in the Quitclaim Parcel in accordance with the terms and conditions of this Agreement, and (b) the individual executing this Agreement on Seller’s behalf has all requisite authority to bind Seller as aforesaid.

4.2 No Violation. Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation, default, or breach by Seller of any agreement to which Seller is a party.

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

6. **CLOSING.**

6.1 Quitclaim Deed. Seller shall execute a quitclaim deed conveying any interest in the Quitclaim Parcel held by Seller to Purchaser, as described above, (“**Quitclaim Deed**”) to be held in escrow by the title attorney/agent handling the Closing of the Future Sale (“**Title Agent**”). Title Agent shall not record the Quitclaim Deed until Title Agent has provided federal wire confirmation numbers to the Seller.

6.2 Conditions for Seller to Perform. Seller’s obligations under this Agreement are subject to and conditioned upon satisfaction of the following conditions precedent (collectively, “**Seller’s Performance Conditions**”):

(a) the Closing shall occur on the day of the closing of the Future Sale, which shall be no later than the first anniversary of the Effective Date (“**Closing Date**”), except that if said anniversary falls on a Federal holiday or a weekend, the Closing Date may be on the next non-Federal holiday weekday following the first anniversary of the Effective Date;

(b) Within thirty (30) days of signing, Purchaser shall deliver to Seller a copy of the fully executed purchase agreement evidencing the Future Sale to the third party buyer;

(c) At Closing, Purchaser shall deliver copies of all invoices for due diligence costs incurred by Purchaser (“**Cost of Future Sale Due Diligence**”);

(d) At Closing, Purchaser shall provide Seller a copy of the executed settlement statement reflecting all amounts to be paid upon Closing by Purchaser to the third party buyer and by the third party buyer to Purchaser; and

6.3 Purchaser shall be obligated to consummate the purchase of the Quitclaim Parcel pursuant to this Agreement unless this Agreement is earlier terminated pursuant to the terms herein.

6.4 The parties do not need to be present at Closing as the Closing may occur with the documents and funds being delivered by mail or overnight delivery in the case of the documents, and wire transfer in the case of the funds.

6.5 Termination. In the event that any of Seller’s Performance Conditions are not satisfied by the deadline and/or in the manner required herein, Seller shall have the right, at its option, to either (a) terminate this Agreement by written notice to Seller and in such event neither party shall have any further obligations to the other hereunder, or (b) waive Purchaser’s failure to perform such Seller’s Performance Condition by providing written notice of such waiver. Any one or more of such conditions may be waived by Seller, in whole or in part, in Seller’s sole and absolute discretion. In the event the Closing of the Future Sale does not occur on or before the Closing Date, and the Closing Date is not extended by written agreement executed by Seller and Purchaser, then this Agreement shall terminate automatically upon the Closing Date, null and void in no further force and effect, and the parties have no further obligations to the other. Seller shall have no obligation to agree to an extension of the Closing Date, and Seller shall have the right to request additional amendments to this Agreement upon Purchaser’s request to extend the Closing Date.

6.6 Closing Costs. There are no Closing Costs. At the Closing of the Future Sale the cost of to prepare and record the quitclaim deed shall be shown on the closing statement for purposes of determining Net Proceeds.

6.7 Taxes; Prorations. Seller shall not be responsible for any taxes owed on the Quitclaim Parcel or the Property, including any so-called “roll-back” taxes or similar taxes which may become due and payable in connection with the sale of the Quitclaim Parcel or due to a change of use of the Quitclaim Parcel.

7. DEFAULT.

7.1 Seller's Default.

(a) If Seller (1) refuses to pursue Closing pursuant to the terms of this Agreement despite Purchaser's compliance with all of its obligations provided herein, (2) defaults or breaches of any terms or conditions herein contained, or (3) defaults in the performance of its obligations under this Agreement, Purchaser may either (i) terminate this Agreement, or (ii) Purchaser shall have the right to file an action against Seller for specific performance (or other injunctive relief) of Seller's obligations to convey the Property in accordance with the terms of this Agreement.

(b) As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 7.1(a) above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement or other action by Purchaser.

7.2 Purchaser's Default. If the sale and purchase of the Quitclaim Parcel contemplated by this Agreement is not consummated because of the Purchaser's failure to satisfy Seller's Performance Conditions, or any other condition precedent to Closing, Seller shall have the right rights described in Section 6.5 above.

8. ASSIGNMENT OF AGREEMENT. Purchaser shall not assign its rights or duties under this Agreement, without Seller's written consent, and notwithstanding such assignment approved by Seller in writing, Purchaser shall not be released from its obligations herein.

9. TIME OF ESSENCE. Time is of the essence hereof.

10. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered (i) by United States registered or certified mail, return receipt requested, postage prepaid, (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail or by nationally recognized overnight courier service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

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

12. BINDING EFFECT; GOVERNING LAW. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama. Purchaser understands and agrees that the Seller is required to obtain City Council's approval of the form of Quitclaim Deed to be executed by the Mayor and that any delay caused as a result of obtaining such approval shall not be deemed a default by Seller under this Agreement.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

14. WAIVER. Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy.

15. NO WAIVER OF IMMUNITIES. Nothing contained in this Agreement shall be deemed to constitute a waiver by Seller or Purchaser of sovereign immunity, state-agent immunity, any other immunity, or any statutory or constitutional limits on damages awardable against Seller or Purchaser, as the case may be. Nothing contained in this Agreement shall be deemed to constitute a waiver by Seller or Purchaser of any statutory limits on damages awardable against Seller or Purchaser, as the case may be.

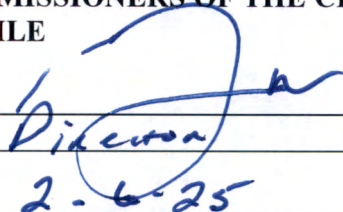
16. SEVERABILITY. Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision herein, and the remaining provisions, paragraphs, sentences, clauses, phrases and words herein shall nevertheless remain in full force and effect.

[EXECUTION ON FOLLOWING PAGES]

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

PURCHASER:

**THE BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF
MOBILE**

By:  _____

Its: Dickson _____

Date: 2-6-25 _____

Purchaser's Mailing Address:

P. O. Box 180249

4725 A Moffett Road

Mobile, AL 36618-0249

Attention: Brad E. Dean

[Signatures Continue on Following Page]

SELLER:

CITY OF MOBILE, a municipal corporation

By: _____
William S. Stimpson, Its Mayor

Date: _____

Seller's Mailing Address:

P. O. Box 1827

Mobile, Alabama 36633-1827

Attention: Carleen Stout, Deputy Director,
carleen.stout@cityofmobile.org

[End of Signatures]

EXHIBIT "A"

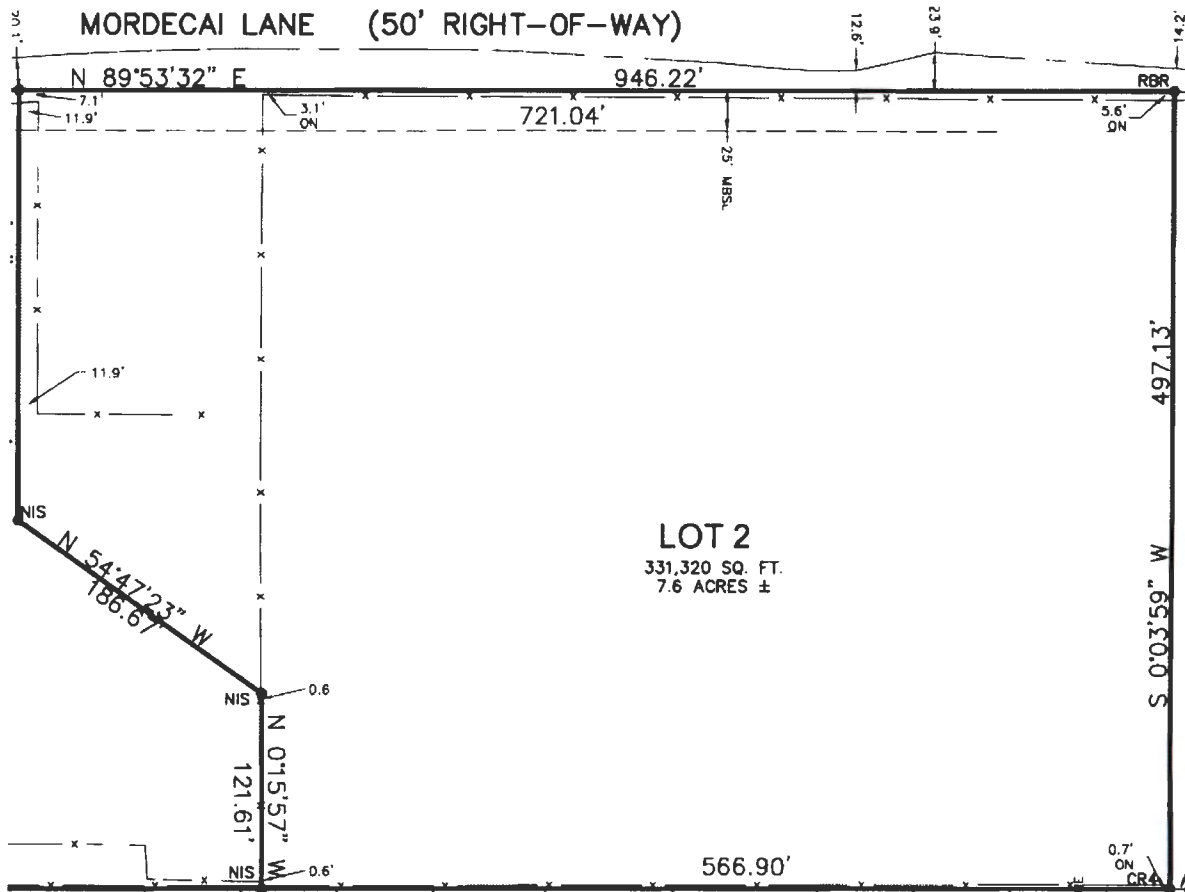
"PROPERTY"

DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, THE CEDARS, BLOCK A, AS RECORDED IN MAP BOOK 2, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, THENCE RUN N02°54'02"E, ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH MCGREGOR AVENUE, 123.93 FEET TO A CONCRETE MONUMENT; THENCE RUN N01°22'21"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 58.74 FEET TO AN IRON REBAR; THENCE RUN N00°12'10"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 142.97 FEET TO AN IRON REBAR, THENCE RUN N05°56'49"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 125.92 FEET TO A CONCRETE MONUMENT, BEING THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 82°09'57", THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 71.70 FEET (CHORD BEARS N44°53'43"E, 85.72 FEET) TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORDECAI LANE, THENCE RUN N89°53'32"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 946.22 FEET TO AN IRON REBAR; THENCE RUN S00°03'59"W, 497.13 FEET TO A CAPPED IRON REBAR, LOCATED ON THE NORTH LINE OF THE CEDARS, BLOCK A; THENCE RUN S89°53'32"W, ALONG SAID NORTH LINE, 1012.25 FEET TO A CAPPED IRON REBAR, BEING THE POINT OF BEGINNING.

EXHIBIT "B"

"QUITCLAIM PARCEL"



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

- I. Property Address: Mordecai Lane – The Water Reservoir
City Council District and Zoning: District 7 , Councilmember: Gina Gregory
Sale or Lease: Sale
- II. Acquisitions by City:
- How: Deed Book 129 Page 290 from Bienville Water to City of Mobile
 - When 1953
 - Special Circumstances (if applicable): COM sold a reversionary portion of land to MAWSS
- III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: Mordecai Lane – The Water Reservoir
City Council District and Zoning: District 7, Gina Gregory, Zoning R-1 (Residential)
Sale or Lease: Sale
- II. Buyer or Lessee: MAWSS
- III. Date of City Council Resolution Assenting to Sale or Lease: **Upon approval of Ordinance for Disposition**
- IV. Advertisements: N/A
- Dates: _____
 - Methods: _____ City Website _____ For Sale sign posted
_____ Listed with brokers _____ Other (explain)
- V. Lease (if applicable) ----N/A-----
- Term _____
 - Rent _____
 - Options to renew _____
- VI. Method of Sale:
- _____ Sale by Realtor _____ Request for Proposals
_____ Request for Bids _____ Negotiation
_____ Exchange (explain, including Party, Property) _____
_____ Adjacent Property Owner / Sidelot
_____ Sale for Less than Fair Market Value: Public Purpose (see V below)
X Other: _____
- 1. Declare City of Mobile Property Surplus and**
2. Convey Real Property to MAWSS
3. Seller to pay COM one half (1/2) of net proceeds
- VII. Fair Market Value: N/A
How Determined: _____
_____ Appraisal ordered by: _____ CITY or ☐ PURCHASER
_____ Tax Assessor
_____ Broker's Letter of Value
_____ Other; _____
- VIII. Sale/Lease for Public Purpose identified:
_____ Non-profit (name & purpose) _____
_____ Public Entity (name & purpose) _____
- VIV. Notice given to adjacent property owners: _____ Yes _____ No
If yes, date of notice: _____
- X. Competing offers: _____ Yes; (Explain) _____

RESOLUTION

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to City of Mobile Code of Ordinances, Chapter 15, Article V, Sections 15-131 and 15-132, Hayley Van Antwerp is appointed to the Mobile Museum of Art Board for a three year term beginning October 1, 2025.

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 **1805 LARKWOOD DRIVE** 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, 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 **1805 LARKWOOD DRIVE** described as:

**LOTS 22 AND 23 NORTHVIEW SUB MBK 3 PGS 670-671 RREC MBK
4 PGS 604-605**

Parcel Number: 28 01 02 4 001 027

Last Assessed to: WILLIFORD HENRY

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

February 4, 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 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1805 LARKWOOD DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **WILLIFORD HENRY** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 01 02 4 001 027

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

1805 LARKWOOD DR

Property Details

PARCEL KEY	00428095	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	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	N Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/21/2024	COMMENTS	

Property Score

SCORE

31 57

SCORE DESCRIPTION

Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-12-24

Notes 6 to 10 on Permitting

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/16/2024

Property Address: 1805 Larkwood Drive **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.



























FEB 04 2025







Affidavit of Mailed Notice



February 4, 2025

State of Alabama
County of Mobile

Subject Property – 1805 Larkwood Drive.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

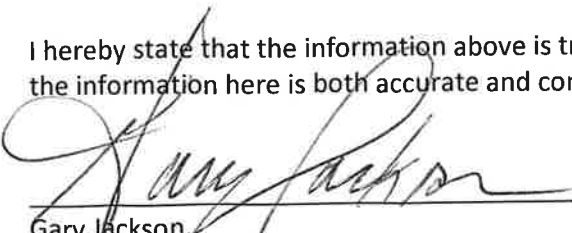
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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: 1805 Larkwood Drive

Date: October 16, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 14, 2024

Per the Title Report, the owner is: Henry Williford

Notes: Henry Williford inherited Lot 22 (see last will and testament of Katie E. Williford) and purchased lot 23 from Wattie Cone and Mary Louise Cone. The Revenue Commissioners office combined both lots making one parcel. Henry Williford only has his deceased wife listed on his LexisNexis relative's page. His wife passed away in 2014. I checked every avenue through genealogy and only found the small obituary notice. Ancestry and Family.org did not have a census showing possible children. Henry Williford's mailing address on Revenue Commission website and LexisNexis address list two others, Peggy and Gary Goodwin. They are possible relatives or acquaintances. I did not list them as the mailing address is the same.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Henry Williford
1805 Larkwood Dr
Mobile AL 36618-1817 | Owner – subject/location address |
| 2 | Henry Williford
505 Wesley St
Satsuma AL 36572-2805 | Revenue Commission website mailing address
good 2021 through 2024 – Phone numbers are
251-622-1684, 251-656-4602 good 2024 |

**TAX STATUS: 2023 TAXES ARE PAID 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 Henry Williford, filed 8/6/2024, recorded 9/25/2024, instrument number 2024060255.

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



Henry Williford
1805 Larkwood Drive
Mobile, AL 36618-1817

December 20, 2024

RE: 1805 Larkwood Drive
Project Number: ME-095-24

Dear Henry Williford:

On December 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1805 Larkwood Drive.

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

LOTS 22 AND 23 NORTHVIEW SUB MBK 3 PGS 670-671 REREC MBK
4 PGS 604-605

Parcel Number: 28 01 02 4 001 027

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 **February 3, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 3, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 3, 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 **February 3, 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 11, 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 **554 HICKORY 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, 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 **554 HICKORY STREET** described as:

LOT 20 BLK 19 FISHER TRT DBK 22 PG 332 #SEC 13 T4S R1W #MP29
06 13 0 002

Parcel Number: 29 06 13 0 002 259

Last Assessed to: FOSTER JULIAN M

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 4, 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 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **554 HICKORY STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **FOSTER JULIAN M** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 259

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

554 HICKORY ST

Property Details

PARCEL KEY	00719299	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
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	2/5/2024	COMMENTS	

Property Score

SCORE	62	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

IC
Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/16/2024

Property Address: 554 Hickory Street **District No:** 2

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









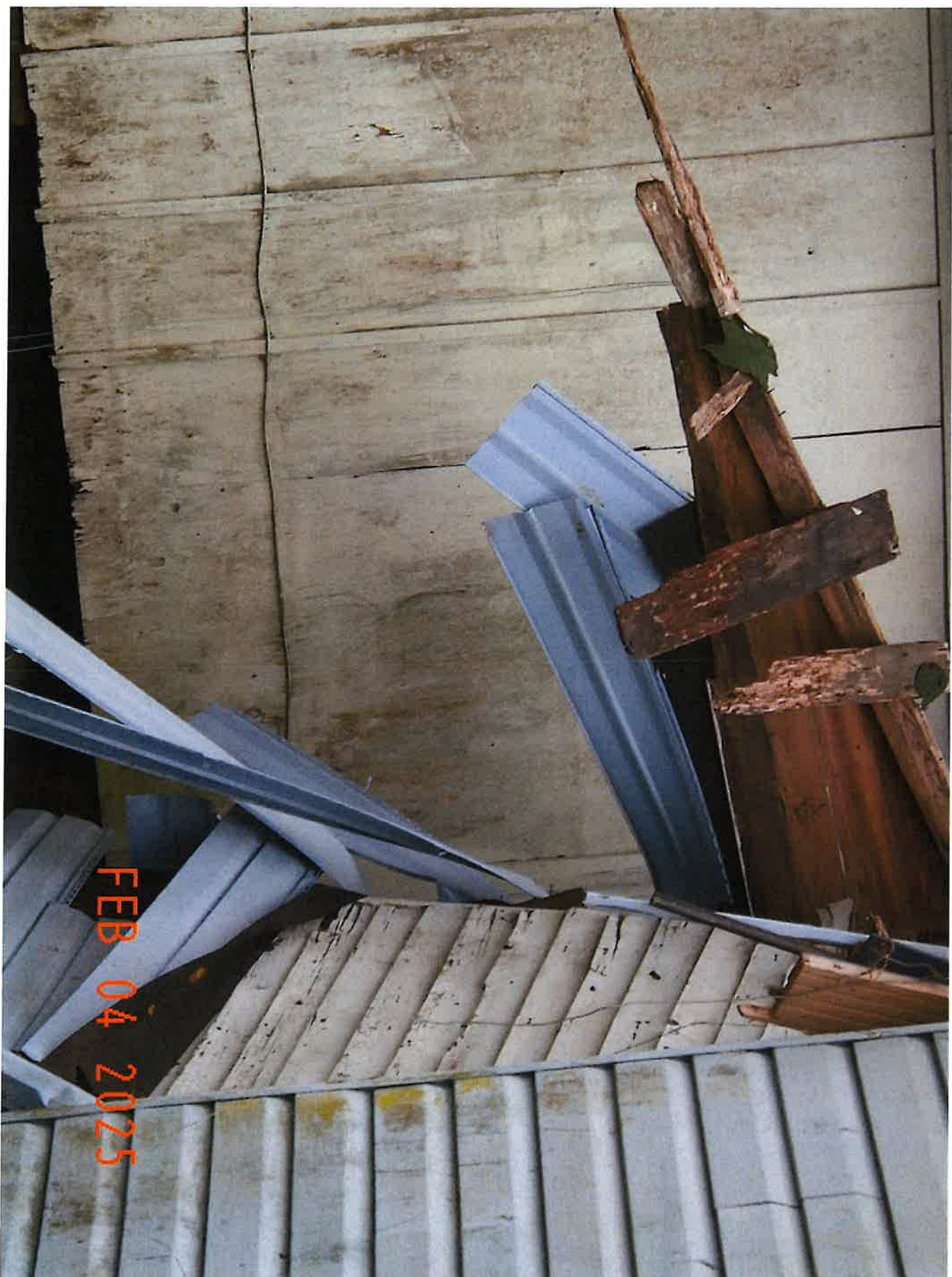
















Affidavit of Mailed Notice



February 4, 2025

State of Alabama
County of Mobile

Subject Property – 554 Hickory 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.

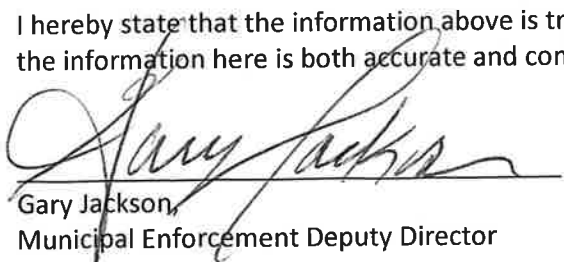
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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: 554 Hickory Street

Date: December 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 3, 2024

Per the Title Report, the owner is: Fee simple title is vested in Julian M. Foster

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Julian M. Foster
554 Hickory St
Mobile AL 36603-5757 | Owner – Location/subject address – Phone
numbers are 678-767-4468 and 251-421-7576
good 2022-2024 |
| 2 | Julian M. Foster
4361 Downey Dr
Mobile AL 36619-9273 | LexisNexis address good 9/2024 – Revenue
Commission website mailing address good 2020 –
2024 |
| 3 | Julian M. Foster
2354 Gallard St
Lawrenceville GA 30043-8207 | LexisNexis address good 8/2024 |

TAX STATUS: 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 Julian M Foster, filed 9/10/2024, recorded 10/9/2024,
instrument number 2024064228.

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



Julian M. Foster
554 Hickory Street
Mobile, AL 36603-5757

December 20, 2024

RE: 554 Hickory Street
Project Number: ME-134-24

Dear Julian M. Foster:

On December 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 554 Hickory Street.

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

LOT 20 BLK 19 FISHER TRT DBK 22 PG 332 #SEC 13 T4S R1W #MP29
06 13 0 002

Parcel Number: 29 06 13 0 002 259

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. **RÉMÉDIES** 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 **February 3, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 3, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 3, 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 **February 3, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

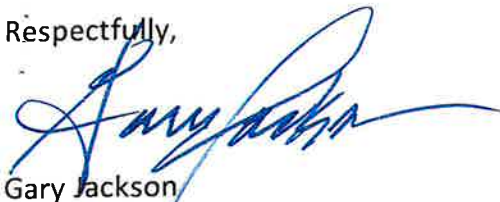
- IV. **NOTICE** is hereby given that on **February 11, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Plum Street, from Dr. Martin Luther King, Jr. Avenue to Persimmon Street, be given the honorary name of “Mrs. Lois Nero Thompson Way”.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

c#5281

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Harmon Recreation Center - HVAC

CAPITAL PROJECT #: C0786 (20002000-48010)

CONTRACT AMOUNT: \$110,000.00 DATE OF
RECEIPT: 2/6/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-072-23

PROJECT DESCRIPTION: Replace existing mechanical
systems

VENDOR NAME: Integrity Maintenance, LLC

VENDOR NUMBER: 295931

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: **Emma Dean** – Office Assistant II Date: **01/30/2025**

RESOLUTION

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: Integrity Maintenance, LLC

Project Name: CIP Harmon Recreation Center - HVAC

Project Number: PR-069-23

Amount: \$110,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP Harmon Recreation Center - HVAC**

CAPITAL PROJECT #: **C0786 (20002000-48010)**

CONTRACT AMOUNT: **\$110,000.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **PR-069-23**

PROJECT DESCRIPTION: **Replace existing mechanical systems**

VENDOR NAME: **Integrity Maintenance, LLC**

VENDOR NUMBER: **295931**

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: **Emma Dean** – Office Assistant II Date: **01/30/2025**



01.14.2025

09:15AM

Dear Council Members:

Attached to this memo is an agreement between the INTEGRITY MAINTENANCE LLC and the City of Mobile, for the project titled "Harmon Recreation Center - HVAC" in the amount of \$110,000.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@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)

Integrity Maintenance, LLC
410 Hwy 43 S. Suite F-11
Saraland, AL 36671

City of Mobile Business License Number: 114-046
Secretary of State Registration Number: 000-544-181

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

Harmon Community Center – Mechanical Improvements
1611 Belfast Street,
Mobile, AL 36605
PR-069-23

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.

Init.

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User Notes:

(2036748883)

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 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:

(2036748883)

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 Ten Dollars and 00/100 (\$ 110,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$90,000.00
Contingency Allowance:	\$20,000.00
Total Bid:	\$110,000.00
Alternate: (if none available put N/A)	NA

Total Contract Sum: \$110,000.00

§ 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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(2036748883)

§ 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:

(2036748883)

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 Integrity Maintenance, LLC has completed the contract for PR-069-23 Harmon Community Center – Mechanical Improvements, 1611 Belfast Street, Mobile, AL 36605. 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)

Jason Carter
410 Hwy 43 S. Suite F-11,
Saraland, AL 36671
integritym.17@gmail.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 Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal

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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 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 fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged

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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: Integrity Maintenance, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

(Rows deleted)

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

Jason Carter, Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Mississippi
COUNTY OF Jackson

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jason Carter as Owner of Integrity Maintenance, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 30 day of December, 20 24.

Allison Golden

NOTARY PUBLIC

My Commission Expires: Nov. 12, 2028



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Integrity Maintenance L.L.C.	
Entity ID Number	000-544-181
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/21/2019
Registered Agent Name	CARTER, JASON
Registered Office Street Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Registered Office Mailing Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Nature of Business	
Annual Reports	
Report Year	2021 2022 2023
Transactions	
Transaction Date	02/26/2019
Miscellaneous Filing Entry	New Entity Effective 02-21-2019 11:18
Transaction Date	10/21/2021
Agent Mailing Address Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Transaction Date	10/21/2021
Registered Agent Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/26/2019 Certificate of Formation 3 pgs.
Document Date / Type / Pages	10/21/2021 Registered Agent Change 2 pgs.

Browse Results

New Search



Company ID Number: 1640438



Approved by:

E-Verify Employer Agent Employer Integrity Maintenance LLC	
Name (Please Type or Print) Jason Carter	Title
Signature Electronically Signed	Date 02/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2021



Company ID Number: 1640438

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Integrity Maintenance LLC
Company Facility Address	410 Hwy 43 S suite f 111 Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833067607
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1640438

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

AL	1
----	---



Company ID Number: 1640438

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

Name Jason Carter
Phone Number 2513919073
Fax
Email integritym.17@gmail.com

Name Jason Carter
Phone Number 2513919073
Fax
Email integritym.17@gmail.com

Company ID Number: 1640438

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



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
<https://claims-intake.libertymutualsurety.com>

PERFORMANCE BOND

Bond Number: **999372938**

KNOW ALL MEN BY THESE PRESENTS, that we Integrity Maintenance LLC

, as principal (the "Principal"),
and The Ohio Casualty Insurance Company , a Boston Massachusetts
insurance company, as surety (the "Surety"), are held and firmly bound unto City of Mobile

, as obligee (the "Obligee"),
in the penal sum of One Hundred Ten Thousand Dollars And Zero Cents

Dollars (\$110,000.00), for the payment of which
sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the December 22, 2024, entered into a contract
(the "Contract") with the Obligee for Harmon Community Center-Mechanical Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee
having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent
contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and
conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects,
upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a
contract between such bidder and the Obligee, and make available as work progresses (even though there
should be a default or a succession of defaults under the contract or contracts of completion arranged under
this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not
exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price,"
as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the
Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with
reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as
practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligees for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligees by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligees.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of LMS Claims at the above address.

DATED as of this 18th day of December, 2024.

WITNESS / ATTEST

Integrity Maintenance LLC

(Principal)

By: _____

Jason Carter

(Seal)

Name: _____

Title: _____

The Ohio Casualty Insurance Company

(Surety)

By: _____

Clayton Taylor

Attorney-in-Fact

Clayton Taylor





PAYMENT BOND

Bond Number: **999372938**

KNOW ALL MEN BY THESE PRESENTS, that we Integrity Maintenance LLC

, as principal (the "Principal"),

and The Ohio Casualty Insurance Company , a Boston Massachusetts

insurance company, as surety (the "Surety"), are held and firmly bound unto City of Mobile

, as obligee (the "Obligee"),

in the penal sum of One Hundred Ten Thousand Dollars And Zero Cents

Dollars (\$110,000.00), for the payment of which

sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the December 22, 2024, entered into a contract (the "Contract") with the Obligee for Harmon Community Center-Mechanical Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of LMS Claims at the above-listed address.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligee's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

DATED as of this 18th day of December, 2024.

WITNESS / ATTEST

Integrity Maintenance LLC

(Principal)

By: Jason Carter (Seal)

Name:

Title:

The Ohio Casualty Insurance Company

(Surety)

By: Clayton Taylor

Attorney-in-Fact

Clayton Taylor



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, Integrity Maintenance, LLC 410 Hwy 43 S. Suite F-11 Saraland, AL 36671, hereinafter called the Principal, and The Ohio 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 One Hundred Ten Dollars and 00/100 (\$ 110.000.00) 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 22 day of December, 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 Harmon Community Center – Mechanical Improvements (PR-069-23) 1611 Belfast Street, Mobile, AL 36605, 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 _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: Integrity Maintenance LLC

(Corporate Seal)

By: _____

(Signature)

Name and Title: Jason Carter/President

SURETY

Company: The Ohio Casualty Insurance Company

(Corporate Seal)

By: _____

(Signature)

Name and Title: Clayton Taylor attorney-in-fact

Resident Agent: _____

(Signature)

Name and Title: Clayton Taylor Agent

Company Name: Alabama Insurance Exchange Inc.

Address: 2032 Valleydale Road

Birmingham, AL 35244

Phone and Fax: 205-988-0800

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Integrity Maintenance, LLC
410 Hwy 43 S. Suite F-11 Saraland, AL 36671, as Principal, and The Ohio 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 Ten Dollars and 00/100 (\$ 110,000.00) 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 22 day of December 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Harmon Community Center – Mechanical Improvements (PR-069-23) 1611 Belfast Street, Mobile, AL 36605, 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 Clayton Taylor **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: Integrity Maintenance LLC
(Corporate Seal)

By: Jason Carter
(Signature)

Name and Title: Jason Carter/President

SURETY

Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: Clayton Taylor
(Signature)

Name and Title: Clayton Taylor Agent

Resident Agent: Clayton Taylor
(Signature)

Name and Title: Clayton Taylor Agent

Company Name: Alabama Insurance Exchange Inc.

Address: 2032 Valleydale Road
Birmingham, AL 35244

Phone and Fax: _____

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

Labor and Material Payment Bond



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Integrity Maintenance LLC

Agency Name: PointeNorth Insurance Group LLC

Bond Number: 999372938

Obligee: City of Mobile

Bond Amount: (\$110,000.00) One Hundred Ten Thousand Dollars And Zero Cents

Contract Amount: (\$110,000.00) One Hundred Ten Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Clayton Taylor** in the city and state of **Birmingham, AL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: 

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 18th day of December, 2024.



By: 

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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 PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	CONTACT NAME: Karen Thompson PHONE (A/C, No, Ext): (770) 858-7540 E-MAIL ADDRESS: karen@aiains.com FAX (A/C, No): (770) 858-7545
INSURED Integrity Maintenance LLC 410 Hwy 43 S Ste F-111 Saraland AL 36571	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: Auto-Owners Insurance Co. INSURER C: Alabama Home Builders SIF INSURER D: Safety National Casualty Corporation INSURER E: INSURER F:
	NAIC # 18988 00004

COVERAGES**CERTIFICATE NUMBER:** Rev 2024 Master Coi**REVISION NUMBER:**

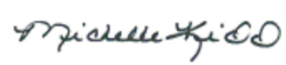
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	21SBMBE8RT5	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	5219562000	02/28/2024	02/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	21SBMBE8RT5	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C/D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	35622/SP4067497	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project# PR-069-23 Harmon Community Center-Mechanical Improvements 1611 Belfast Street Mobile AL 36605
Contractal liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability, and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liability, auto liability and umbrella. 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ADDITIONAL COVERAGES

Ref #	Description Uninsured motorist BI split limit	Coverage Code UMISP	Form No.	Edition Date
Limit 1 50,000	Limit 2 50,000	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph 2. of Section C. WHO IS AN INSURED:

- a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph a. above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d. The insurance afforded to such "insured" only applies to the extent permitted by law.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "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;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** 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;
- (e)** 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;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) 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
- (h) "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:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) 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.
- (2) 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.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their 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 or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but 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.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (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".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (2) This insurance applies to such liability assumed by the insured;
 - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
 - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Unmanned aircraft" means an aircraft that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
24. "Volunteer worker" means a person who:
- a. Is not your "employee";
 - b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
25. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Africatown Welcome Center

CAPITAL PROJECT #: G-WLCMCTR1 (20002000-48010)

CONTRACT AMOUNT: \$4,633,000.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CL-036-
21

PROJECT DESCRIPTION: The Africatown Welcome Center will be a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals.

VENDOR NAME: C Roberds General Contractors
LLC

VENDOR NUMBER: 299598

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout-Clark (Dep 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: **02/06/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The Africatown Welcome Center will be a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals.

Amount of Contract:

\$4,633,000.00

Funding Source

G-WLCMCTR1 AFRICATOWN WELCOME CENTER PHASE 1 (20002000-48010)

ATTACHMENTS:

1. RoutingPack_C ROBERDS GENERAL CONTRACTORS LLCConstruction

REVIEWERS:

Emma Dean

Carleen Stout

Laura Angle

Chris Kern

James Barber

RESOLUTION

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: C Roberds General Contractors LLC

Project Name: Africatown Welcome Center

Project Number: CL-036-21

Amount: \$4,633,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Africatown Welcome Center

CAPITAL PROJECT #: G-WLCMCTR1 (20002000-48010)

CONTRACT AMOUNT: \$4,633,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CL-036-21

PROJECT DESCRIPTION: The Africatown Welcome Center will be a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals.

VENDOR NAME: C Roberds General Contractors LLC

VENDOR NUMBER: 299598

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: 02/06/2025



02.03.2025

03:08PM

Dear Council Members:

Attached to this memo is an agreement between the C ROBERDS GENERAL CONTRACTORS LLC and the City of Mobile, for the project titled "Africatown Welcome Center" in the amount of \$4,633,000.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@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:	2020
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)

C. Roberds General Contractors, LLC
21883 Hwy 181, Suite 2F
Fairhope, AL 36532
City of Mobile Business License Number: 46677
Secretary of State Registration Number: 000-439-265

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

Africatown Welcome Center (CL-036-21)
1959 Bay Bridge Cutoff Road
Mobile, AL 36602
Scope: The Africatown Welcome Center will be a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals

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

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

Mott MacDonald Architects, Inc.
107 St Francis Street, Suite 2900
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(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 Three Hundred Sixty-Five (365) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

Four Million Six Hundred Thirty-Three Thousand and 00/100 (\$ 4,633,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$4,150,000.00

Contingency Allowance: \$250,000.00

Appliance Allowance: \$10,000.00

Sculptural Tree Allowance: \$48,000.00

Sculptural Water Feature Allowance: \$10,000.00

IT and Security Allowance: \$150,000.00

Testing Allowance: \$15,000.00

Deductive Alternates:

Alternate #1: -\$88,567.00

Alternate #2: -\$15,760.00

Alternate #3: -\$40,000.00

Alternate #4: -\$35,875.00

Alternate #5: -\$15,000.00

Alternate #6: -\$36,500.00

Alternate #7: -\$56,300.00

Total Contract Sum: \$4,633,000.00

§ 4.2 Alternates

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

Item	Price
Alternate #1: Open Bay between Column line 1 and 2.	-\$88,567.00
Alternate #2: Lobby Ceiling. Replace with already scheduled ACT	-\$15,760.00
Alternate #3: Reduce the Sculptural Tree Allowance by \$40,000 to \$8000	-\$40,000.00
Alternate #4: All millwork with the exception of the Information Desk and break room.	-\$35,875.00
Alternate #5: Remove Entry water feature and planters. Remove Allowance for water feature bubbler.	-\$15,000.00
Alternate #6: Remove all site lighting north of the Building along the pathways and terraces. Remove all dedicated utility lines serving these lights. Site lighting in parking lot and entrance to remain.	-\$36,500.00
Alternate #7: Remove the contemplation space from the site and all dedicated utility runs serving it.	-\$56,300.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Two Hundred Fifty Thousand and 00/100 (\$ 250,000.00)

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

Sculptural Tree Allowance: Forty-Eight Thousand and 00/100 (\$ 48,000.00)

Sculptural Water Feature Allowance: Ten Thousand and 00/100 (\$ 10,000.00)

IT and Security Allowance: One Hundred Fifty Thousand and 00/100 (\$ 150,000.00)

(Table deleted)

Testing Allowance: Fifteen Thousand and 00/100 (\$ 15,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Concrete	(CY)	\$485.00
Asphalt	(CF)	\$11.00
Site Lighting- pathway	(per fixture)	\$1,275.00
Site Lighting- pole lighting	(per fixture)	\$6,005.00
Pavers	(SF installed)	\$18.25
Sod	(SY installed)	\$7.00
Sculptural Tree	(EA)	\$9,600.00

§ 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.

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

(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 one hundred percent (100%) of the completed work until one hundred percent (100%) of the work is completed. 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 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 (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.

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§ 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 five percent (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.
- Any closeout documents required by ADCNR.

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 C. Roberds General Contractors, LLC 21883 Hwy 181, Suite 2F Fairhope, AL 36532 has completed the contract for Africatown Welcome Center (CL-036-21) 1959 Bay Bridge Cutoff Road Mobile, AL 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:

(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)

David Hinote, Manager
21883 State Hwy 181, Suite 2F
Fairhope, AL 36532
Davidh@croberdsgc.com
251-279-0018

§ 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
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the

- contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit 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 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 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .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 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.
- .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 for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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
General Sheets		
G001	COVER SHEET	September 30, 2024
G002	LEGENDS AND ABBREV.	September 30, 2024
G101	CODE SUMMARY	September 30, 2024
G102	LIFE SAFETY PLAN	September 30, 2024
G103	PARTITION TYPES	September 30, 2024
G104	FIRE PROTECTION DETAILS	September 30, 2024
Civil Sheets		
C100	GENERAL CIVIL NOTES	September 30, 2024
C101	LEGEND AND ABBREVIATIONS	September 30, 2024
C200	SITE DEMOLITION	September 30, 2024
C201	UTILITIES DEMOLITION	September 30, 2024
C300	SITE PLAN	September 30, 2024
C400	GRADING PLAN	September 30, 2024
C401	DRAINAGE PLAN	September 30, 2024
C500	UTILITY PLAN	September 30, 2024
C600	EROSION CONTROL	September 30, 2024
C700	DRIVEWAY PLAN	September 30, 2024
C701	DRIVEWAY CROSS SECTION	September 30, 2024
C702	TRAIL PLAN	September 30, 2024
C703	TRAIL CROSS SECTIONS	September 30, 2024
C704	TRAIL CROSS SECTIONS	September 30, 2024
C705	TRAIL CROSS SECTIONS	September 30, 2024
C800	DETAILS	September 30, 2024
C801	DETAILS	September 30, 2024
Structural Sheets		
S001	GENERAL NOTES (1/1)	September 30, 2024
S002	GENERAL NOTES (2/2)	September 30, 2024
S101	FOUNDATION PLAN	September 30, 2024
S102	SLAB ON GRADE PLAN	September 30, 2024
S103	LOWER STEEL FRAMING PLAN	September 30, 2024
S104	WALL FRAMING PLAN	September 30, 2024
S105	CEILING FRAMING PLAN	September 30, 2024
S106	ROOF FRAMING PLAN	September 30, 2024
S201	ELEVATIONS	September 30, 2024
S202	ELEVATIONS	September 30, 2024
S301	CONCRETE DETAILS	September 30, 2024
S302	CONCRETE DETAILS	September 30, 2024

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S303	STEEL DETAILS	September 30, 2024
S304	STEEL DETAILS	September 30, 2024
Architectural Sheets		
A001	ARCH SITE PLAN - REFERENCE	September 30, 2024
A011	ARCH. SITE ACCENTS	September 30, 2024
A012	ARCH. SITE SIGNAGE DETAILS	September 30, 2024
A101	OVERALL DIMENSION FLOOR PLAN	September 30, 2024
A102	OVERALL REFERENCE FLOOR PLAN	September 30, 2024
A111	OVERALL REFLECTED CEILING PLAN	September 30, 2024
A121	OVERALL ROOF PLAN	September 30, 2024
A201	EXTERIOR ELEVATIONS	September 30, 2024
A202	EXTERIOR ELEVATIONS	September 30, 2024
A203	EXTERIOR PERSPECTIVES	September 30, 2024
A301	BUILDING SECTIONS	September 30, 2024
A302	BUILDING SECTIONS	September 30, 2024
A303	BUILDING SECTIONS	September 30, 2024
A311	WALL SECTIONS	September 30, 2024
A312	WALL SECTIONS	September 30, 2024
A331	PLAN AND WALL DETAILS	September 30, 2024
A332	PLAN AND WALL DETAILS	September 30, 2024
A401	ENLARGED RESTROOM PLANS	September 30, 2024
A402	ENLARGED RESTROOM PLANS	September 30, 2024
A403	INTERIOR ELEVATIONS	September 30, 2024
A404	INTERIOR ELEVATIONS	September 30, 2024
A405	INTERIOR ELEVATIONS	September 30, 2024
A411	CASEWORK DETAILS	September 30, 2024
A412	CASEWORK DETAILS	September 30, 2024
A601	DOOR AND WINDOW SCHEDULES	September 30, 2024
A602	GRAPHIC STOREFRONT / CURTAINWALL SCHEDULE	September 30, 2024
A611	DOOR DETAILS	September 30, 2024
A621	STOREFRONT AND CURTAINWALL DETAILS	September 30, 2024
A631	LOUVER SCHEDULE AND DETAILS	September 30, 2024
A701	ROOF DETAILS	September 30, 2024
A702	ROOF DETAILS	September 30, 2024
A801	MISC DETAILS	September 30, 2024
A802	MISC DETAILS	September 30, 2024
Interior Finish Sheets		
I101	INTERIOR FINISH PLAN	September 30, 2024
I111	FURNITURE AND FIXTURE PLAN	September 30, 2024
I601	FINISH SCHEDULE AND LEGEND	September 30, 2024
Mechanical Sheets		
M001	HVAC LEGEND AND GENERAL NOTES	September 30, 2024
M101	HVAC FIRST FLOOR PLAN	September 30, 2024
M301	HVAC SECTIONS	September 30, 2024
M401	HVAC ENLARGED PLANS	September 30, 2024
M501	HVAC DETAILS	September 30, 2024
M502	HVAC DETAILS	September 30, 2024
M503	HVAC DETAILS	September 30, 2024
M601	HVAC SCHEDULES	September 30, 2024
Plumbing Sheets		
P001	PLUMBING LEGEND AND GENERAL NOTES	September 30, 2024

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P101	PLUMBING SANITARY PLAN	September 30, 2024
P102	PLUMBING DOMESTIC WATER PLAN	September 30, 2024
P301	PLUMBING ENLARGED SANITARY PLANS	September 30, 2024
P302	PLUMBING ENLARGED DOMESTIC WATER PLANS	September 30, 2024
P401	SANITARY ISOMETRICS	September 30, 2024
P402	DOMESTIC COLD WATER ISOMETRIC	September 30, 2024
P501	PLUMBING DETAILS	September 30, 2024
P601	PLUMBING SCHEDULES	September 30, 2024
Electrical		
E001	ELECTRICAL LEGEND & ABBREVIATIONS 1	September 30, 2024
E002	ELECTRICAL LEGEND & ABBREVIATIONS 2	September 30, 2024
E100	ONE LINE AND CONDUIT SCHEDULE	September 30, 2024
E101	PANEL SCHEDULES	September 30, 2024
E103	LIGHTING SCHEDULES	September 30, 2024
E201	POWER AND AUXILLARY PLAN	September 30, 2024
E202	LIGHTING PLAN	September 30, 2024
E203	HVAC ELECTRICAL PLAN	September 30, 2024
E204	FIRE ALARM AND SECURITY PLAN	September 30, 2024
E205	SITE LIGHTING PLAN	September 30, 2024
E301	ELECTRICAL DETAILS 1	September 30, 2024
E302	ELECTRICAL DETAILS 2	September 30, 2024
Landscape Sheets		
H100	HARDSCAPE PLAN	September 30, 2024
H200	HARDSCAPE DETAILS	September 30, 2024
IR100	IRRIGATION PLAN	September 30, 2024
IR200	IRRIGATION DETAILS	September 30, 2024
L100	LANDSCAPE PLAN	September 30, 2024
L200	LANDSCAPE DETAILS	September 30, 2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	September 30, 2024
Section 01010	Summary of Work	September 30, 2024
Section 01210	Allowances	September 30, 2024
Section 01220	Unit Prices	September 30, 2024
Section 01230	Alternative Bid Items	September 30, 2024
Section 01310	Project Management & Co-ordination	September 30, 2024
Section 01320	Construction Progress Documentation	September 30, 2024
Section 01330	Submittal Procedures	September 30, 2024
Section 01400	Pre-Bid Qualifications and Quality Control	September 30, 2024
Section 01635	Substitution Procedures	September 30, 2024
Section 01700	Execution Requirements	September 30, 2024
Section 01710	Close out Procedures	September 30, 2024
Section 01731	Cutting and Patching	September 30, 2024
Section 017823	Operation and Maintenance Data	September 30, 2024
Section 017839	Project Record Documents	September 30, 2024
DIVISION 2	SITE WORK	September 30, 2024
Section 02 25 23	Concrete Curbs and Sidewalks	September 30, 2024
02 32 00	Geotechnical Investigation	September 30, 2024
02 41 13	Selective Site Demolition	September 30, 2024
DIVISION 3	CONCRETE	September 30, 2024

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Section 03 30 00	Cast-In-Place Concrete	September 30, 2024
DIVISION 4	MASONRY	September 30, 2024
Section 04 06 50	Masonry Mortar and Grout	September 30, 2024
04 21 31	Brick Veneer Masonry	September 30, 2024
DIVISION 5	METALS	September 30, 2024
05 12 00	Structural Steel	September 30, 2024 September 30, 2024
05 40 00	Cold-Formed Metal Framing	2024 September 30, 2024
05 50 00	Metal Fabrications	
DIVISION 6	WOOD AND PLASTIC	September 30, 2024
Section 06 10 00	Rough Carpentry	September 30, 2024
06 41 13	Architectural Wood Casework	September 30, 2024
06 46 60	Plastic Fabrications	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	September 30, 2024
Section 07 21 00	Thermal Insulation	September 30, 2024
07 27 26	Fluid-Applied Membrane Air Barriers, Vapor-Permeable	September 30, 2024
07 26 50	Underslab Vapor Protection	September 30, 2024
07 41 13	Standing Seam Metal Roof Panels	September 30, 2024
07 62 00	Sheet Metal Flashing and Trim	September 30, 2024
07 62 50	Sheet Metal Gutters & Downspouts	September 30, 2024
07 92 00	Joint Sealants	
DIVISION 8	DOORS AND WINDOWS	September 30, 2024
Section 08 14 16	Flush Wood Doors	September 30, 2024
08 51 13	Aluminum Storefront	September 30, 2024
08 71 00	Door Hardware	September 30, 2024
08 72 00	Weatherstripping and Seals	September 30, 2024
08 80 00	Glazing	
DIVISION 9	FINISHES	September 30, 2024
Section 09 26 00	Gypsum Board Assemblies	September 30, 2024
09 30 00	Tiling	September 30, 2024
09 51 23	Acoustical Tile Ceiling	September 30, 2024
09 54 23	Linear Metal Ceilings	September 30, 2024
09 65 13	Resilient Base and Accessories	September 30, 2024
09 68 00	Carpet Tile	September 30, 2024
09 72 00	Wall Coverings	September 30, 2024
09 91 00	Painting	
DIVISION 10	SPECIALITIES	September 30, 2024
Section 10 14 23	Panel Signage	September 30, 2024
10 21 13	Toilet Compartments	September 30, 2024
10 28 00	Toilet Bath and Laundry Accessories	September 30, 2024
10 44 13	Fire Protection Cabinets	September 30, 2024
10 44 16	Fire Extinguishers	September 30, 2024
10 75 16	Ground-Set Flagpoles	
DIVISION 15	FURNISHINGS	September 30, 2024
Section 12 24 13	Roller Window Shades	September 30, 2024
DIVISION 15	MECHANICAL	September 30, 2024
Section 15 01	00 General Mechanical Requirements	September 30, 2024
15 10 00	Bases Support & Sleeves	September 30, 2024

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15 20 00	Controls	September 30, 2024
15 30 00	Air Distribution System	September 30, 2024
15 40 00	HVAC Equipment	September 30, 2024
15 50 00	Plumbing Fixtures And Equipment	September 30, 2024
15 60 00	Piping System And Piping Specialties	September 30, 2024
15 70 00	Insulation	September 30, 2024
15 80 00	Balancing & Operational Tests	September 30, 2024
DIVISION 26	ELECTRICAL	September 30, 2024
Section 26 05 00	Basic Electrical Requirements	September 30, 2024
26 05 26	Grounding and Bonding for Electrical Systems	September 30, 2024
26 05 29	Hangers and Supports for Electrical Systems	September 30, 2024
26 05 33	Raceways and Boxes for Electrical Systems	September 30, 2024
26 05 43	Underground Ducts and Raceways for Electrical Systems	September 30, 2024
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	September 30, 2024
26 05 53	Identification for Electrical Systems	September 30, 2024
26 05 74	Over Current Protection Devices Arc-Flash Study	September 30, 2024
26 08 00	Commissioning of Electrical Systems	September 30, 2024
26 24 16	Panelboards	September 30, 2024
26 27 26	Wiring Devices	September 30, 2024
26 28 13	Fuses	September 30, 2024
26 28 16	Enclosed Switches and Circuit Breakers	September 30, 2024
26 41 13	Lightning Protection for Structures	September 30, 2024
26 43 13	Low-Voltage Surge Protection	September 30, 2024
26 51 19	LED Interior Lighting	September 30, 2024
26 60 01	Electric Vehicle Supply Equipment	September 30, 2024
DIVISION 27	COMMUNICATIONS	September 30, 2024
Section 27 15 00	Communications Cabling	September 30, 2024
DIVISION 31	EARTHWORK	September 30, 2024
Section 31 13 16	Selective Tree Protection	September 30, 2024
31 20 00	Earthmoving	September 30, 2024
31 22 16.15	Roadway Subgrade Preparation	September 30, 2024
31 25 00	Erosion Control	September 30, 2024
DIVISION 32	EXTERIOR IMPROVEMENTS	September 30, 2024
Section 32 11	Dense Graded Base	September 30, 2024
23.33		September 30, 2024
32 12 16.13	Hot Mix Asphalt Paving	September 30, 2024
32 14 16	Interlocking Pavers	September 30, 2024
32 14 43	Porous Unit Paving	September 30, 2024
32 17 23	Pavement Markings	September 30, 2024
32 33 00	Hardscape Site Furnishings	September 30, 2024
32 84 00	Irrigation	September 30, 2024
32 93 00	Plants Soil Sod	September 30, 2024
DIVISION 33	UTILITIES	September 30, 2024
Section 33 11 00	Water Utility Distribution Piping	September 30, 2024
33 30 00	Sanitary Sewerage Utilities	September 30, 2024
33 40 00	Storm Drainage Utilities	September 30, 2024
APPENDIX A	Sculptural Tree Description	September 30, 2024
APPENDIX B	IT and Security Requirements	September 30, 2024
APPENDIX C	Jobsite Signage	September 30, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	September 23, 2024
Addendum 2	October 1, 2024
Addendum 3	October 10, 2024
Addendum 4	October 16, 2024
Addendum 5	October 23, 2024
Addendum 6	October 28, 2024
Addendum 7	October 28, 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
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

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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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: C. Roberds General Contractors, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

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

Cain Roberds, Managing Member
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Cain Roberds as Managing Member of C. Roberds General Contractors, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 16TH day of JANUARY, 20 25.

NOTARY PUBLIC
My Commission Expires: _____

TONYA STRATTON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUL. 03, 2027

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20

PERFORMANCE BOND

Bond No. 1114074

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, C. Roberds General Contractors, LLC 21883 Hwy 181, Suite 2F, Fairhope, AL 36532, hereinafter called the Principal, and The Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01653-0002, 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 Four Million Six Hundred Thirty-Three Thousand and 00/100 (\$4,633,000.00) 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 _____, 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 Africatown Welcome Center (CL-036-21) 1959 Bay Bridge Cutoff Road Mobile, AL 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 29th day of JANUARY, 2025.

CONTRACTOR AS PRINCIPAL

Company: C. Roberds General Contractors, LLC
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: CAIN ROBERDS MGR

SURETY

Company: The Hanover Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Stephen Wesley Price, Jr.
Attorney-in-Fact



Resident Agent: [Signature]

(Signature)

Name and Title: Jeffrey W Cutshall/Bond Manager
Company Name: Marsh & McLennan Agency LLC
Address: 10 Inverness Center Parkway Suite 400
Birmingham, AL 35242
Phone and Fax: 205-969-2131 205-969-1034

Fisher Brown Bottrell/MMA

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

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, C. Roberds General Contractors, LLC 21883 Hwy 181, Suite 2F, Fairhope, AL 36532, as Principal, and The Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01653-0002, 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 Four Million Six Hundred Thirty-Three Thousand and 00/100 (\$4,633,000.00) 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 _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Africatown Welcome Center (CL-036-21) 1959 Bay Bridge Cutoff Road Mobile, AL 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 Stephen Wesley Price, Jr. Attorney-In-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 29TH day of JANUARY, 2025

CONTRACTOR AS PRINCIPAL

Company: C. Roberds General Contractors, LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

CARIN ROBERTS MBR

Resident Agent: _____

(Signature)

Name and Title: Jeffrey W Cutshall/Bond Manager
Company Name: Marsh & McLennan Agency LLC
Address: 10 Inverness Center Parkway Suite 400
Birmingham, AL 35242
Phone and Fax: 205-969-2131 205-969-1034

SURETY

Company: The Hanover Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Stephen Wesley Price, Jr.
Attorney-in-Fact

Fisher Brown Bottrell/MMA

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

Labor and Material Payment Bond

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jason J. Young, Jerry Eugene Horner, Jr., Jerry G. Veazey Jr.,

Peggy L. Jackson, Trina Cobb, Amanda Jean Charfauros, Stephen Wesley Price Jr and/or Taylor Leggett

Of Fisher Brown Bottrell Insurance, Inc., Jackson, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

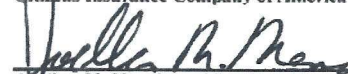
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 12th day of September, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

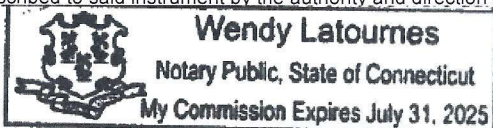
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

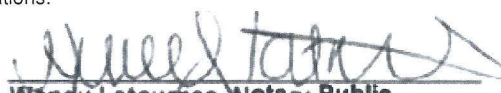

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.

On this 12th day of September, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this ___ day of ___.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John Rowedder, Vice President

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archinque.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

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questions on completing this form.
Via email: Archinque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	C. ROBERTS GENERAL CONTRACTORS, LLC
Address	21883 HWY. 181, SUITE 2F FAIRHOPE, AL 36532
Telephone	251-279-0018
E-Mail	davidh@croberdsqc.com

RFP/RFQ Solicitation Number	# CL-036-21
Project Description	AFRICATOWN WELCOME CENTER
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 23 Female 5 Minority 4 Non-minority 24 SDVO
Total # of Employees	28

Subcontractor/Major Supplier Plan submitted by:

Printed Name: DAVID HINOTE

Signature: [Signature] Date: 12/05/2024

Title: 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: DAVID HINOTE Title: MANAGER

Email: davidh@croberdsqc.com Phone: (251) 279-0018



205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Your Bid/Proposal Amount \$ 4,633,000.00

Date:

Name of Bidder/Proposer:	Description
12 / 05 / 2024	AFRICA TOWN WELCOME CENTER
C. ROBERTS GENERAL CONTRACTORS - DAVID HINOTE	

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]

Africatown Welcome Center							
Subcontracting Plan by C. Roberts General Contractors							
Subcontractors	Phone	Scope of Work	\$ Value	% of Your Bid	DBE	UEI	Sam. Gov
C. Roberts General Contractors	(251) 279-0018	General Contractor	\$4,633,000.00			MBKYL4VKBJZ8	Active
Blue Marlin Construction	(850) 698-2878	Porcelain Tile/Resinous Flooring	\$293,800.00	6.3%		UBBKNFKK9XJ6	Pending
Delta Flooring	(251) 379-2717	Flooring	\$18,048.00	0.5%		S1JRD3W8CJP8	Active
Escola	(615) 571-1367	Waterproofing	\$59,500.00	1.3%		T1LNBSDWM7M9	Active
Fluid Motion Fabrication	(251) 928-8305	Structural Steel	\$165,000.00	3.6%		C4UCTKHNE483	Pending
Gulf Acoustical	(251) 463-6727	Light Gauge, Drywall, Ceilings	\$219,740.00	4.7%		VSXMP3BK9UZ3	Pending
Harris & Harris HVAC	(251) 554-2154	HVAC	\$143,900.00	3.1%		WEQJLS3GA8L3	Active
J. Moore Construction	(251) 623-2650	Asphalt/Base	\$163,000.00	3.5%	08-01304	D9NTCEYVGD7	Pending
L&G Industries	(251) 610-9674	Concrete Supplier	\$125,000.00	2.7%	10-01491	V3LEPZX6YP87	Pending
Oak Lake Land Clearing	(251) 510-6654	Site Work	\$592,916.00	12.8%		UZ65FAUEUND1	Active
Port City Glass	(251) 414-5858	Storefront	\$148,500.00	3.2%		U8KESY6W1KC5	Pending
Pro Home Imaging - Syck Millworl	(850) 276-9624	Millwork	\$61,190.00	1.3%		U8ASZX3CX9F7	Pending
Rowe Plumbing	(251) 455-8687	Plumbing	\$226,000.00	4.9%		VFGUHK35NMQ8	Active
Southern Turf Landscaping	(251) 538-7974	Landscaping	\$160,000.00	3.5%		FLE4EMB6E5M5	Pending
Thompson Electric	(251) 753-3816	Electrical	\$448,426.00	9.7%		UJ4TP7TGVYJ5	Active
Willard Rogers	(251) 379-6560	Painting	\$56,918.00	1.2%		QCMCVF1KZ1S2	Active
			DBE Total Percentage	6.2%			



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

Form 2: Good Faith Effort Documentation

Name of Bidder: C. ROBERTS GENERAL CONTRACTORS

Contact Person: DAVID HINOTE

Phone: (251) 279-0018

Email: davidh@crobertsgc.com

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

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



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

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

✓ Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.



Company ID Number: 495862

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 **C. Roberds General Contractors, LLC**

Cain Roberds

Name (Please Type or Print)

Title

Electronically Signed

01/26/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

01/26/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	C. Roberds General Contractors, LLC
Company Facility Address:	16905 Sweeney Rd.
	Summerdale, AL 36580
Company Alternate Address:	
County or Parish:	BALDWIN
Employer Identification Number:	27106201



Company ID Number: 495862

North American Industry Classification Systems Code:	236
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:	Cain A Roberds	Fax Number:	(251) 272 - 3612
Telephone Number:	(251) 767 - 2865		
E-mail Address:	cain@croberdsgc.com		



Alabama Secretary of State



C. Roberds General Contractors, LLC	
Entity ID Number	000-439-265
Entity Type	Domestic Limited Liability Company
Principal Address	16905 SWEENEY ROAD SUMMERDALE, AL 36580
Principal Mailing Address	16905 SWEENEY ROAD SUMMERDALE, AL 36580
Status	Exists
Place of Formation	Baldwin County
Formation Date	10/09/2009
Registered Agent Name	ROBERDS, CAIN A
Registered Office Street Address	21883 STATE HWY 181 STE D FAIRHOPE, AL 36532
Registered Office Mailing Address	21883 STATE HWY 181 STE D FAIRHOPE, AL 36532
Nature of Business	RESIDENTIAL/COMMERCIAL CONSTRUCTION
Members	
Member Name	ROBERDS, CAIN A
Member Street Address	16905 SWEENEY RD SUMMERDALE, AL 36580
Member Mailing Address	16905 SWEENEY RD SUMMERDALE, AL 36580
Member Name	ROBERDS, CAMMACK A
Member Street Address	6519 BRIDGEVIEW DR BILOXI, MS 39532
Member Mailing Address	6519 BRIDGEVIEW DR BILOXI, MS 39532
Organizers	
Organizer Name	ROBERDS, CAIN A
Organizer Street Address	16905 SWEENEY RD SUMMERDALE, AL 36580
Organizer Mailing Address	16905 SWEENEY RD SUMMERDALE, AL 36580
Organizer Name	ROBERDS, CAMMACK A
Organizer Street Address	6519 BRIDGEVIEW DR BILOXI, MS 39532

C. Roberds General Contractors, LLC	
Organizer Mailing Address	6519 BRIDGEVIEW DR BILOXI, MS 39532
Organizer Name	ROBERDS, CAIN A
Organizer Street Address	16905 SWEENEY RD SUMMERDALE, AL 36580
Organizer Mailing Address	16905 SWEENEY RD SUMMERDALE, AL 36580
Annual Reports	
Report Year	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date Incorporator/Member/Partner Activity	08/23/2010 ROBERDS, JENNIFER MICHELLE
Transaction Date Incorporator/Member/Partner Activity	08/23/2010 ROBERDS, BRANDIS RACHELLE
Transaction Date Director/Manager/Organizer Activity	08/15/2012 ROBERDS, BRANDIS RACHELLE
Transaction Date Director/Manager/Organizer Activity	08/15/2012 ROBERDS, CAIN A
Transaction Date Director/Manager/Organizer Activity	08/15/2012 ROBERDS, JENNIFER MICHELLE
Transaction Date Director/Manager/Organizer Activity	08/15/2012 ROBERDS, CAMMACK A
Transaction Date Incorporator/Member/Partner Activity	08/15/2012 ROBERDS, CAIN A
Transaction Date Incorporator/Member/Partner Activity	08/15/2012 ROBERDS, CAMMACK A
Transaction Date Incorporator/Member/Partner Activity	08/15/2012 ROBERDS, BRANDIS RACHELLE
Transaction Date	08/15/2012

C. Roberds General Contractors, LLC	
Incorporator/Member/Partner Activity	ROBERDS, JENNIFER MICHELLE
Transaction Date	08/15/2012
Principal Office Changed From	SUMMERDALE, AL
Transaction Date	09/26/2018
Agent Mailing Address Changed From	ROBERDS, CAIN A 16905 SWEENEY RD SUMMERDALE, AL 36580
Transaction Date	09/26/2018
Registered Agent Changed From	ROBERDS, CAIN A 16905 SWEENEY RD SUMMERDALE, AL 36580
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/09/2009 Certificate of Formation 4 pgs.
Document Date / Type / Pages	08/23/2010 Partner / Member / Shareholder Change 1 pg.
Document Date / Type / Pages	08/22/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	09/26/2018 Registered Agent Change 2 pgs.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2025

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 Cadence Insurance, A Gallagher Company 2909 13th Street Gulfport MS 39501	CONTACT NAME: Carrie Beverin PHONE (A/C, No, Ext): 228 563 6118 E-MAIL ADDRESS: carrie.beverin@cadenceinsurance.com FAX (A/C, No): 228-863-1957
License#: PC-1092395 CROBERD-02	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Western Insurance Company INSURER B : AmFed National Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED C. Roberds General Contractors LLC 21883 Highway 181, Suite D Fairhope AL 36532	NAIC # 10804 11208

COVERAGES**CERTIFICATE NUMBER:** 266131469**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Contractual Liab	Y	Y	CNA446606544	3/12/2024	3/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CNA446606544	3/12/2024	3/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	CNA446606544	3/12/2024	3/12/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y N/A	WC1245010689	8/20/2024	8/20/2025	☒ PER STATUTE ☐ OTH-ER MS; FL, LA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			CNA446606544	3/12/2024	3/12/2025	Leased/Rented Equipment Deductible \$250,000 \$1,000

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

RE: Africatown Welcome Center CL-036-21

General Liability policy includes automatic additional insured primary non-contributory and automatic waiver of subrogation when required by a signed written contract as per the attached policy forms.

Auto Liability policy includes automatic additional insured primary non-contributory and automatic waiver of subrogation when required by a signed written contract as per the attached policy forms.

Umbrella policy includes automatic additional insured primary non-contributory and automatic waiver of subrogation when required by a signed written contract as per the attached policy forms.

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

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

AUTHORIZED REPRESENTATIVE

Carrie K. Beverin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2025

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PRODUCER Gallagher 2909 13th Street Gulfport MS 39501	CONTACT NAME: Carrie Beverin PHONE (A/C, No, Ext): 228 563 6118 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: carrie.beverin@cadenceinsurance.com
License#: PC-1092395 CROBERD-02	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Western Insurance Company INSURER B : AmFed National Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED C. Roberds General Contractors LLC 21883 Highway 181, Suite D Fairhope AL 36532	NAIC # 10804 11208

COVERAGES**CERTIFICATE NUMBER:** 315835713**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Contractual Liab	Y	Y	CNA446606545	3/12/2025	3/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CNA446606545	3/12/2025	3/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	CNA446606545	3/12/2025	3/12/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y N/A	WC1245010689	8/20/2024	8/20/2025	☒ PER STATUTE ☐ OTH-ER MS; FL, LA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			CNA446606544	3/12/2024	3/12/2025	Leased/Rented Equipment Deductible \$250,000 \$1,000

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

RE: Africatown Welcome Center CL-036-21

General Liability policy includes automatic additional insured primary non-contributory and automatic waiver of subrogation when required by a signed written contract as per the attached policy forms.

Auto Liability policy includes automatic additional insured primary non-contributory and automatic waiver of subrogation when required by a signed written contract as per the attached policy forms.

Umbrella policy includes automatic additional insured primary non-contributory and automatic waiver of subrogation when required by a signed written contract as per the attached policy forms.

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

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

AUTHORIZED REPRESENTATIVE

Carrie K. Beverin

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Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<https://www.zurichna.com/producercompensation>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the Policy (including its endorsements), the provisions of the Policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement which applies to your new or renewal policy being issued by us:

Exclusion Of Loss Due To Virus Or Bacteria Endorsement CM 99 12 12 23

This endorsement makes an explicit statement regarding a risk that is not covered under your Commercial Inland Marine insurance. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided by your Commercial Inland Marine insurance, including (if any) property damage and extra expense coverages.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

**American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150**

☒ **New Policy** **BR78143713**
☐ **Renewal of**
☐ **Rewrite of**

THIS IS A COINSURANCE CONTRACT

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

C. Roberds General Contractors, LLC and City of Mobile
21883 Highway 191, Suite D
Fairhope, AL 36532

2. Producer Information:

A Name: CADENCE INSURANCE, INC
2909 13TH STREET
GULFPORT, MS 39501
B Telephone # +1 228 860 2155
C Fax # +1 228 863 1957
D Zurich Producer # 02253714
E Field Office Name
F Field Office Code

3. Policy Period – From: 02/15/2025 **To:** 02/15/2026
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other LLC

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure \$
B) All covered property at all locations \$
C) Rate Per Report
D) Premium Per Report
E) Total Taxes and Surcharges Per Report
(per attached endorsement – N/A in NY)
F) **Total Fully Earned Policy Premium** Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
1959 Bay Bridge Road Cutoff
Mobile, AL 36610

New Construction

A) Any one building or structure \$ 4,633,000
B) All covered property at all locations \$ 4,633,000
(same as A unless otherwise noted)

Remodeling

D) Renovations and improvements \$
E) Existing buildings or structures \$
F) Rate \$ 0.088
G) Premium \$ 5,180.00
H) Total Taxes and Surcharges \$ 0.00
(per attached endorsement)

I) **Total Fully Earned Policy Premium** \$ 5,180.00
(minimum premium applicable)

6. Deductible: ☐ \$500 ☐ \$1,000 ☒ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative _____

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR78143713

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 1,000,000
Increased Cost Of Construction	\$ 1,000,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 1,000,000
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 231,650
l. Property In Transit	\$ 231,650
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
☐ Expediting Expense (HBIS-93)	\$
☐ Extra Expense (HBIS-92)	\$
☐ Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)	\$
☐ Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ Builders Risk Green Building (HBIS-96)	\$
Limit Of Liability	
"LEED® Building Rating"	

Policy Number BR78143713

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: C. Roberds General Contractors, LLC and City of Mobile

Effective Date: 02/15/2025

12:01 A.M., Standard Time

Agent Name: CADENCE INSURANCE, INC

Agent No.: 02253714

FM170001(04/10), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), 15100(01/24), CM9908(08/21), CM9912(12/23), HBIS-1(04/09), HBIS-89(04/09), HBIS-117(06/17), HBIS-78(04/09), HBIS-80(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

U-GU-619-A CW (10/02)



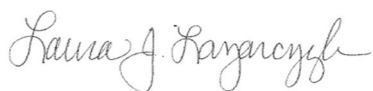
Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[]

President

[]

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. Covered Property, as used in the Coverage Form, means:

Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

- a. Your property;
- b. Property of others for which you are legally responsible;
- c. Paving, curbing, fences and outdoor fixtures;
- d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;
- e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and
- f. Foundations of buildings and foundations of structures in the course of construction.

2. Property Not Covered

Covered Property does not include:

- a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;
- b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;
- c. Land and water;
- d. "Existing inventory", unless specifically endorsed;
- e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and
- f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;
- (2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;
- (3) Hidden decay;
- (4) Hidden insect or vermin damage;
- (5) Weight of people or personal property;
- (6) Weight of rain that collects on a roof; or
- (7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

- (1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.
- (2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

- (1) Extract "pollutants" from land or water; or

(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

- (a)** If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:
 - (i)** Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (ii)** Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and
 - (iii)** Is in force at the time of loss or damage.
- (b)** Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

- (a)** If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.
- (b)** The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

- (a)** If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.
- (b)** If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.
- (c)** The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.
- (d)** We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

- (4)** The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

- (a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;
 - (b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and
 - (c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.
- (2) Claim preparation expense does not mean the expense incurred for:
- (a) Negotiating or presenting any claim that we have disputed or denied;
 - (b) Attorneys, public adjusters, loss appraisers or loss consultants; or
 - (c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph 2.e. of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

- (1) Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- (3) Mudslide or mudflow;
- (4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

- (5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;
- (6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

- (a) Do your best to maintain heat in the building or structure; or

- (b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.
- b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

- (1) While acting alone or in collusion with others; and

- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

- c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.
- d. Shortage of property found upon taking inventory.
- e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.
- f. "Collapse", except as provided in the **Collapse** Additional Coverage.
- g.
 - (1) Wear and tear.
 - (2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.
 - (3) Insects, vermin, rodents.
 - (4) Corrosion, rust, fungus, mold, mildew, rot.
 - (5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.
 - (6) Settling, cracking, shrinking, or expansion of any Covered Property.
- h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

- i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.
 - j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions which contribute in any way to a cause or event excluded in paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;of all or part of any Covered Property wherever located.
 - d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

- a. At any construction site you have reported;
- b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or
- c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

- a. Once your interest in the Covered Property ceases;
- b. Ninety days after initial occupancy of the Covered Property unless:
 - (1) That building is being used as a model home;
 - (2) That building is being remodeled and is a single family dwelling; or
 - (3) That building is being used as a "model home leaseback".
- c. When the Covered Property is leased to or rented to others:
 - (1) For a single family dwelling, when the building is leased or rented to others;
 - (2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or
 - (3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

- d. When you abandon the reported location with no intention to complete it;
- e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

- f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

g. Once the Covered Property is accepted by the owner or buyer and:

- (1) The contractor has been paid in full; or
- (2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

- (1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or
- (2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

- a. The term mortgage holder includes trustees.
- b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.
- c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. We will not notify the mortgage holder if:
 - (1) You cancel this policy, or
 - (2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to \$25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

- a. Divide the reported value by the "total estimated completed value" of the Covered Property;
- b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph a.; and
- c. Subtract the deductible from the figure determined in paragraph b.

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported Value	\$100,000
"Total Completed Estimated Value"	\$100,000
Amount of loss or damage	\$60,000

- a. Reported value divided by "total estimated completed value"
 $\$100,000 / \$100,000 = 1.00$
- b. Amount of loss or damage multiplied by percentage in paragraph a.
 $\$60,000 \times 1.00 = \$60,000$
- c. Deductible amount subtracted from result of paragraph b.
 $\$60,000 - \$1,000 = \$59,000$

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	\$1,000
Reported Value	\$100,000
"Total estimated completed value"	\$120,000
Amount of loss or damage	\$60,000

- a. Reported value divided by "total estimated completed value"
 $\$100,000 / \$120,000 = .833$
- b. Amount of loss or damage multiplied by percentage in paragraph a.
 $\$60,000 \times .833 = \$49,980$
- c. Deductible amount Subtracted from result of paragraph b.
 $\$49,980 - \$1,000 = \$48,980$

8. Liberalization Clause

If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:
 - a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;
 - b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;
 - c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
2. "Commercial structure" means any structure other than a one to four family dwelling.
3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.
4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.
5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.
6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.
7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.
8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.
9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 10.** "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.
- 11.** "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.
- 12.** "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".
- 13.** "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:
 - a.** Money or securities;
 - b.** Converted data; or
 - c.** Programs or instructions used in your data processing operation, including the materials on which the data is recorded.
- 14.** "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

Form Enabling Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Installation Coverage Form
Construction Materials And Installation Coverage Form
Commercial Construction Materials And Installation Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form
Contractor's Equipment Coverage

Your policy may contain Insurance Services Office, Inc. (ISO) forms and endorsements. Any section or provision of any ISO form or endorsement that makes reference to the Commercial Inland Marine Coverage Part is applicable to the Builders Risk And Installation Coverage Form, Builders Risk Coverage Form, Installation Coverage Form, Construction Materials And Installation Coverage Form, Commercial Construction Materials And Installation Coverage Form, Marine Model Home Contents Coverage Form, and Miscellaneous Property Coverage Form.

All other terms, conditions, provisions, and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added to Paragraph B. Exclusions:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Fire Or Explosion Exception

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Vandalism

The following is added to vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover extra expense.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot.
- C.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.
- D.** For the purpose of this endorsement, the following definition is added:
"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.



Non-Reporting Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

4. Reporting Provisions

a. The premium charged is fully earned and no refund is due to you when coverage ends.

b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

7. Coinsurance

If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No 1.

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported value	\$100,000
"Total Completed Estimated Value"	\$100,000
Amount of loss or damage	\$60,000

a. Limit of Insurance/Total Estimated Completed Value

$$\$100,000/\$100,000 = 1.00$$

b. Amount of loss x percentage in A

$$\$60,000 \times 1.00 = \$60,000$$

c. Deductible amount subtracted from results in B

$$\$60,000 - \$1,000 = \$59,000$$

Total amount of loss payable = \$59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	\$1,000
Limit of Insurance	\$100,000
"Total Completed Estimated Value"	\$120,000
Amount of loss	\$60,000

a. Limit of Insurance/Total Estimated Completed Value

$$\$100,000/\$120,000 = .833$$

b. Amount of loss x percentage in A

$$\$60,000 \times .833 = \$49,980$$

c. Deductible amount subtracted from results in B

$$\$49,980 - \$1,000 = \$48,980$$

Total amount of loss payable = \$48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

Testing Coverage For Building Systems



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form

A. Exclusion **2.j.** is replaced by the following:

- j.** Testing, start-up, commissioning, examination or trial of Covered Property to prove its ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests or other tests performed in conjunction with such testing. This exclusion does not apply to:

- (1) "Electrical testing";
- (2) "Hot testing";
- (3) "Hydrostatic testing";
- (4) "Mechanical testing"; or
- (5) "Pneumatic testing"

of installed building systems and equipment such as air conditioning, boilers, chillers, elevators, emergency power, furnaces, heating, plumbing, sprinklers and similar equipment that is intended to heat, cool or service the building.

B. The following is added to Section **F. DEFINITIONS**:

"Hot testing" means testing performed by operating the machinery or equipment using fuel or other energy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Equipment Breakdown



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form

The following is added to Section **A. COVERAGE**, Paragraph **4. Additional Coverages**:

Equipment Breakdown

We will reimburse you for repair or replacement of "Covered Equipment" due to accidental breakdown that is caused by artificially generated electrical current, mechanical breakdown, or rupturing or bursting caused by centrifugal force resulting in direct physical loss causing damage to "Covered Equipment".

Equipment Breakdown Coverage does not include loss resulting from the start-up or testing stage of newly installed equipment or any resulting loss caused by:

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, latent or hidden defects resulting in damage or destruction to the property itself;
- (3) Faulty, inadequate, or defective maintenance;
- (4) Water or flood;
- (5) Hail damage; or
- (6) Sprinkler leakage.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property. Section **B. EXCLUSIONS**, 2.i. is deleted.

For purposes of this endorsement, the following definition is added to Section **F. DEFINITIONS**:

"Covered Equipment" means the following equipment to be installed as a permanent part of a location you have reported to us:

- a. Equipment built to operate under internal pressure or vacuum other than weight of contents;
- b. Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
- c. Refrigeration or air conditioning systems.

"Covered Equipment" does not mean:

- a. Data, that is, programmed or recorded material stored on media, and programming records used for electronic data processing or electronically controlled equipment;
- b. Media, including but not limited to media on which data is or can be stored, data processing media, transmission media, and data and program software;
- c. Computer equipment, that is, your programmable electronic equipment that is used to store, retrieve and process data, and associated peripheral equipment that provides communication input and output functions or auxiliary functions;
- d. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- e. Insulating or refractory material, but not excluding the glass lining of any "covered equipment";

- f. Catalyst;
- g. Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- h. Vehicle, aircraft, self-propelled equipment or floating vessel including any "covered equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
- i. Dragline, excavation, or construction equipment, including any "covered equipment" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
- j. Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part or any part or tool subject to periodic replacement;
- k. Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "covered equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus; or
- l. Equipment or any part of such equipment manufactured by you for sale.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Contract Change Order Coverage



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The following is added to Section **A. COVERAGE**, Paragraph **4. Additional Coverages**:

Contract Change Order Coverage

In the event of a total loss or damage, we will pay up to an additional 10 % of the Limits of Insurance, not to exceed \$463,300 per total loss or damage, to cover increases in the cost of labor or materials or changes in construction specifications provided such increases are evidenced by change orders signed prior to the total loss or damage, or made necessary by an escalation clause within a construction contract signed prior to the total loss or damage.

We will not pay under this Additional Coverage:

- (1) Until the property is actually repaired or replaced, at the same or another premises; and
- (2) Unless the repairs or replacement are made as soon as reasonably possible after the total loss or damage but no longer than 365 days from the date of the total loss or damage.

This Additional Coverage does not ever apply to the increased costs incurred to comply with an ordinance or law.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Named Storm Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Schedule

1	1959 Bay Bridge Road Cutoff, Mobile, AL 36610
Loc. #	Address
Named Storm Deductible Percentage: <u>3</u> %, subject to a minimum Deductible of \$ <u>2,500</u>	

For loss or damage caused by “named storm”, Section **D. DEDUCTIBLE** is replaced by the following:

The Named Storm Deductible applies to loss or damage to Covered Property caused directly or indirectly by a “named storm”.

NAMED STORM DEDUCTIBLE CLAUSE

1. Non Reporting Form

- a. The Deductible amount will be determined by multiplying the Named Storm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.
- b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of the Named Storm Deductible, up to the “total estimated completed value” for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

2. Reporting Form

- a. The Deductible amount will be determined by multiplying the Named Storm Deductible Percentage shown in the Schedule above by the “total estimated completed value” of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.
- b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of that Named Storm Deductible, up to the “total estimated completed value” reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

3. Deposit Premium Form

- a. The Deductible amount will be determined by multiplying the Named Store Deductible Percentage shown in the Schedule above by the “total estimated completed value” of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately

for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

- b.** We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of the Named Storm Deductible up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

For the purposes of this endorsement, "named storm" means any storm or weather disturbance caused by or resulting from a specific storm system that has been named by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the National Hurricane Center (NHC), the Central Pacific Hurricane Center (CPHC), or any comparable worldwide equivalent.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Deductible Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Changes In Cancellation Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Builders Risk Coverage Form
Common Policy Conditions**

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Changes In Valuation Condition



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION

RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$0

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

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and

must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:
 - a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
 - b. For the act causing the loss, either:
 - (1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
 - (2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Loss Condition in the Commercial Inland Marine Conditions:**

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us General Condition in the Commercial Inland Marine Conditions is replaced by the following:**

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within the time limitations prescribed by Alabama law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Non-Renewal Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Market leadership

Zurich has been providing comprehensive solutions for more than 140 years around the globe

Financial strength

We demonstrate strength and stability:
AA- S&P and A+ A.M. Best ratings

Industry experience

Zurich insures 90% of Fortune 500 companies, and provides cutting-edge insights for 25 industries

Exceptional people

We are a values-based organization and live the Zurich Commitment in all we do, which includes acting responsibly and following our core values

Delivering when it matters

Industry leading claims service in North America



Zurich Insurance Group (Zurich) offers insurance solutions around the globe through its member companies.

Rating as of March 31, 2016. A.M. Best and S&P's ratings are under continuous review and subject to change and/or affirmation. For the latest ratings, access the ratings section on www.zurichna.com. The rating represents the overall financial status of the individual member companies of Zurich in North America, including Zurich American Insurance Company in the United States and Zurich Insurance Company Ltd (Canadian Branch) in Canada, and is not a recommendation of the specific policy provisions, rates or practices of each issuing insurance company. The Zurich logo and Zurich are trademarks of Zurich Insurance Company Ltd. © 2016 Zurich American Insurance Company. All rights reserved. © 2016 Zurich Insurance Company Ltd (Canadian Branch). All rights reserved.

A1-U-GU-1220-B CW (09/16) 112008270

Zurich Programs Builders Risk and Installation



Quote Proposal

Attention CADENCE INSURANCE, INC:

Thank you for the opportunity to provide you with a quote proposal. The quote is based on the underwriting and rating information, including deductibles and retention, provided to date and may be subject to additional rating, pricing or underwriting considerations. Also, acceptability may be subject to an Engineering and Safety Services survey and compliance with its recommendations.

This is a proposal for insurance. It is not an insurance policy. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The agent and the customer should discuss the need for any additional or optional coverages. Coverage descriptions are abbreviated and do not indicate in force coverage. Only the policy itself provides coverage.

This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

Thank you,

Builders Risk Underwriter
US Assure
8230 Nations Way
Jacksonville, Florida 32256
800-800-3907

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"If you want to learn more about the compensation Zurich pays agents and brokers visit:
<http://www.zurichnaproducercompensation.com> or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

Zurich Programs

Builders Risk and Installation



Our Builders Risk Plan offers world-class coverages, flexibility and service to agents and builders nationwide. For more than 30 years, we've been pioneering the development of insurance solutions for construction professionals and have protected the property interests of builders and developers on even the most intricate residential and commercial construction projects. The Builders Risk product offers a wide spectrum of property coverage. Here are few highlights of the coverage offered:

- Construction Forms, Scaffolding and Temporary Structures up to \$50,000
- Re-erection of scaffolding if caused by or results from a covered cause of loss up to \$25,000
- Valuable Papers and Records – Cost of Research up to \$50,000
- Outdoor Trees, Shrubs, Plants and Lawns
- Additional Debris Removal expense is covered up to but not exceeding \$50,000
- Coverage for Pollutant Clean-up and Removal of land and water for up to \$25,000 for each 12 month period of the policy.
- Fire Department Service Charge up to \$25,000
- Reward up to \$25,000
- Waiver of Coinsurance clause if loss is less than or equal to \$25,000
- Foundations
- Our valuation can include profit up to 20% for new structures only if included in the Limit of Insurance you selected
- Broad Collapse coverage
- Back-up or overflow of sewers, drains or sumps up to \$25,000
- Paving, Curbing, Fences and Outdoor Fixtures
- Ordinance or Law demolition and increased cost Coverage up to \$1,000,000 limit for construction of new structures only
- Inadvertent omission in reporting on a monthly reporting form policy
- Model Homes and Model Home Contents coverage can be added on a reporting form policy

Strong, reliable insurance protection is available from Zurich Programs. Zurich Programs is an integral part of Zurich North America.

Zurich Financial Services (www.zurich.com) is an insurance-based financial services provider with a global network that focuses its activities on its key markets in North America and Europe. Founded in 1872, Zurich is headquartered in Zurich, Switzerland. Through its offices in more than 50 countries, 57,000 Zurich employees serve clients in more than 120 countries. In North America, Zurich (www.zurichna.com) is a leading commercial property-casualty insurance provider serving the global corporate, large corporate, middle market, specialties and programs sectors.

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Zurich Programs Builders Risk and Installation



Quote Proposal Premium Summary

Prepared For C. Roberds General Contractors, LLC and City of Mobile
21883 Highway 191, Suite D
Fairhope, AL 36532

Presented By CADENCE INSURANCE, INC
2909 13TH STREET
GULFPORT, MS 39501
+1 228 860 2155
02253714

Proposed Policy Period **From** 02/15/2025 **To** 02/15/2026
(12:01 a.m. Standard Time at your address as stated herein)

Coverage and premium information		
This is intended only as a brief outline and does not alter any of the coverages, conditions, exclusions or provisions contained in the policy.	Type of coverage	Total Premium (all locations)*
	Builders Risk	\$5,180.00
	Proposed Policy Premium*	\$5,180.00
	State Taxes & Surcharges	\$0.00
	Total fully earned policy premium*	\$5,180.00

* Premium quotation valid for 30 days from the date on the first page of this proposal.

Policy is fully earned

See attached Disclosure of Terrorism Premium.

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Zurich Programs

Builders Risk and Installation



Primary Builders Risk Coverages	Deductible	Total Limits	Premium
Coverage Limit at Any One Building or Structure	\$2,500	\$4,633,000	
All Covered Property at all Locations	\$2,500	\$4,633,000	\$4,077
Additional Coverages:			
Back-up or Overflow of Sewer, Drains or Sumps	None	\$25,000	\$0
Claim Preparation Expense	None	\$10,000	\$0
Contract Penalties	None	\$25,000	\$0
Debris Removal	None	\$50,000	\$0
Fire Department Service Charge	None	\$25,000	\$0
Ordinance or law	\$2,500	\$1,000,000	
Loss to the undamaged portion of the building	\$2,500	Included	
Demolition cost	\$2,500	\$1,000,000	
Increased cost of construction	\$2,500	\$1,000,000	
Combined Aggregate for Demolition Cost and Increased Cost of Construction	\$2,500	\$1,000,000	\$0
Pollutant Clean-Up and Removal	None	\$25,000	\$0
Rewards	None	\$25,000	\$0
Re-erection of Scaffolding	None	\$25,000	\$0
Scaffolding, Construction Forms and Temporary Structures	None	\$50,000	\$0
Property at a Temporary Storage Location	\$2,500	\$231,650	\$0
Property in Transit	\$2,500	\$231,650	\$0
Valuable Papers and Records	None	\$50,000	\$0
Coverage Extensions	Deductible	Total Limits	Premium
Profit		If included	
Contract Change Order Coverage	\$2,500	\$463,300	\$408
Testing Coverage for Building Systems	\$2,500	Included	\$324

This is a proposal for insurance. It is not an insurance policy. **Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage.** This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

"If you want to learn more about the compensation Zurich pays agents and brokers visit:
<http://www.zurichnaproducercompensation.com> or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

Zurich Programs

Builders Risk and Installation



Special Conditions	Deductible	Total Limits	Premium
Equipment Breakdown	\$2,500	Included	\$371
Named storm deductible	3%	Per Occurrence	\$0

Quote Proposal

24-hour Claim Service

Our claim representatives understand businesses like yours and recognize how difficult a business shutdown can be for you. So, while they provide service that's fast, responsive and fair, their ultimate goal is to minimize your business disruption and get you back to full operation as promptly as possible.

In the event you have a loss, we now offer online loss reporting with immediate acknowledgement. Your claim is assigned to a local claim office, usually within two hours of reporting the loss, but generally no longer than 24 hours. You can also call us toll-free at 1-888-279-9375.

This is a proposal for insurance. It is not an insurance policy. **Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage.** This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

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Zurich Programs Builders Risk and Installation



Quote Proposal

Customer and Agent Information

Named Insured: C. Roberds General Contractors, LLC and City of Mobile
Agency Name: CADENCE INSURANCE, INC

Customer Location Information

Location Address:

1959 Bay Bridge Road Cutoff
Mobile, AL 36610

Protection Class: 1

Construction: Fire Resistive

of Stories: 1

Primary occupancy: Other

Additional Interests

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

"If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com> or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$0

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Kim Carmody, Director of Parks & Recreation

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for 4 additional one-year periods, with Fruit of the Spirit Athletics, for game officials for MPRD.

Amount of Contract:

NTE \$100,000 per year for up to five years.

Funding Source

General fund. 1004 2034 49130

ATTACHMENTS:

1. 2025 Fruitsigned Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: February 4, 2025
Date

Item No. _____

Submitted by: MPRD
Department

Kim Carmody
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Fruit of the Spirit Athletics

PURPOSE & SCOPE OF PROJECT:

1 yr contract renewable for 4 addl 1 yr periods, with Fruit of the Spirit Athletics, for game officials for
MPRD.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed @ unit price NTE \$100K /year

FUNDING SOURCE:

Budget Item: 1004 2034 49130

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: 2025

Amount: NTE \$100,000/yr

Future years

Year: 2026, 2027, 2028, 2029

Amount: NTE \$100,000/yr

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by:

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 Fruit of the Spirit Athletics, in the amount not to exceed \$100,000 per year, for one year, and renewable without further approval by City Council for four additional one-year periods, for game official professional services for Mobile Parks and Recreation, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk



Professional Services Contract
City of Mobile
AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2025, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Fruit of the Spirit Athletics ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of providing officiating for sporting events.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Service Provider's proposal dated October 18, 2024, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the City of Mobile Department of Parks and Recreation, Recreation Superintendent, or her designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement is determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for one year, renewable by mutual consent annually for up to four additional one-year periods.
3. **COMPENSATION:** The amount to be compensated to Service Provider under this agreement is not to exceed \$100000.00 per year. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according at a rate of \$60.00 per official per game officiated.
4. **INVOICE:** The Service Provider shall submit weekly documented invoices showing officiating services provided the previous week, to include name official, location, and time for every game officiated. City will pay Service Provider upon City receipt, review, and approval of each invoice. Service Provider is responsible to make all payments to officials it has employed for City matches. Service Provider and its employees may not solicit any additional payments or gratuities from City customers (to include teams, coaches, players, or families) connected with the provision of services under this agreement.

5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

Service Provider will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **SUBCONTRACTORS:** City recognizes that Service Provider may employ subcontractors in the performance of its responsibilities. Service Provider is completely responsible for the performance and timely compensation of any subcontractor. Service Provider shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to using any subcontractor, Service Provider shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and

endorsements for each subcontractor upon City request. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Service Provider's liability or responsibility. The City will have at any time the discretion to prohibit Service Provider's use of any specific person as an employee or subcontractor in the performance of Service Provider's responsibilities under this agreement.

9. **INDEMNITY:** The Service Provider 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 Service Provider or the Service Provider's agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider 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 Service Provider or its agents covered by Service Provider's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider 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 Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

10. **ANTI-DISCRIMINATION:** Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

11. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

12. **VENUE/JURISDICTION:** The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein

granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

13. **STANDARD OF PERFORMANCE.** Service Provider shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent 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 professional.

14. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

15. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

16. **FORCE MAJEURE:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

17. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

18. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

19. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

20. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

21. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: Fruit of the Spirit Athletics
POC Michael Meardry
901 Parkmont Circle West
Mobile, AL 36608

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

SERVICE PROVIDER, Fruit of the Spirit Athletics

BY: Michael Mearday

Date: 1-17-25

Its Owner (Title)

ACKNOWLEDGEMENT

The State of Alabama }

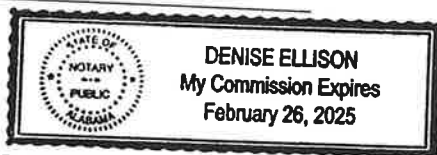
Mobile County County }

I, Denise Ellison, a Notary Public, in and for said County in said State,

hereby certify that Michael Mearday whose name as Owner of Fruit of the Spirit Athletics, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17th day of January, 2025

(Seal)



Denise Ellison
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Service Provider Proposal dated October 18, 2024
B Evidence of Insurance

MPRD ATHLETIC/SPORTS ASSIGNER APPLICATION

1. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the type of responses given to all questions and to the extent to which requirements are met. An interview may be scheduled. The City of Mobile will use the following criteria in its evaluation:

- A. Understanding of the Scope of Work
 - Responsiveness to the need presented
 - Responsiveness and demonstrated understanding of the proposal price
 - Overall quality of proposal
- B. Technical Response
 - Proposed method of association's standard performance, including expertise of officials
 - Proposed training and materials provided to officials
 - Proposed method of providing ample officials at league and non-league games as well as tournaments
 - Ability to provide officials for all sports requested as referenced in Section I Purpose
- C. Cost of Officials
 - Officials per game for each sport per AHSAA standards
- D. Experience, Reliability and Expertise
 - Company experience
 - Personnel experience
 - Experience with AHSAA rules

PERFORMANCE REQUIREMENTS

A. Scope of Work

1. The City of Mobile's Recreation Superintendent will monitor these services provided by the contractor. If the services for individual sports are not deemed satisfactory, the Contractor will be given written notice and will be placed on probation and reviewed for a period of 30 days while on probation. If appropriate measures are not taken before the end of the probationary period, contract may be terminated.
2. The Contractor shall provide competent, qualified officials to officiate league, non-league and tournament games for the City of Mobile Parks and Recreation Department (MPRD) athletics division, which consists of the following six (6) sports: baseball, basketball, flag football, soccer, softball, and volleyball.
3. Duties of the Contractor will include recruiting, training, hiring, evaluating, discipline and terminating of referees/officials. The Contractor is expected to ensure that all games are officiated impartially and professionally.
4. The Contractor shall be solely responsible for all taxes, benefits, Workers' Compensation insurance or any other requirements for the contractors' employees legally required by both State and Federal governments unless officials are acting as individual/independent contractors to bidding agency.

5. The Contractor shall maintain at least a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate bodily injury and property damage liability insurance. The City of Mobile, its officers, agents, volunteers and employees, shall be named as an additional insured on the liability policy and a Certificate of Insurance shall be provided. All required insurance policies shall have a 30-day notice provision to the City of Mobile prior to cancellation.
6. The Contractor shall be approved by Alabama High School Athletic Association (AHSAA) officials/referees commission. It is the City of Mobiles understanding this information may be available on-line. Please provide the website that verifies AHSAA certification for City of Mobile staff utilization.
7. The Contractor shall assume the entire cost of all correspondence, telephone calls and training materials in connection with the operation of this program. A detailed work program outlining tasks and time schedule for planning, implementing and evaluation of a AHSAA Association official/referee program must be provided by Contractor to include the following:
 - a. List training date of official for each sport
 - b. List evaluation date of official for each sport
 - c. Need to evaluate all officials one time
 - d. The league will, as a group and by each sport, rate all officials per season and submit to the official's association for play-off assignments
8. The Contractor shall be responsible for providing two training sessions per season for all officials/referees under its employment. One will be prior to the beginning of the season and one will be conducted two (2) weeks after the season begins. Contractor shall notify the City of Mobile, in writing of the time, date and place of each training session, at least two weeks prior to each training session. The training sessions shall include a detailed review and detail all AHSAA regulatory rules of individual sports officiating techniques, rule interpretations, game management conflict resolution, uniform attire and handling of emergencies. Contractor will be responsible for all costs associated with these training sessions.
9. The Contractor shall have a written dress code policy that is acceptable standards of the individual as defined by National High School Association has been approved by the City of Mobile and shall ensure that all officials/referees arrive on time, dressed in proper uniforms and other required game equipment. Officials need to be at the site of the contest 15 minutes prior to game, ready to work. If official is going to be late, he/she must call the site and let them know. The second time an official is late to a game during the same season and has not called to let the site know, they will have **\$50.00** deducted from their fee.
10. Contractor shall provide proper scheduling and supervision for officials/referees. This includes coverage to notify associations assigned to a particular sport of canceled games due to inclement weather, field conditions, mechanical failure or any other related problems.
11. Contractor shall prepare written evaluations per sport per year on each official/referee. Evaluations must be submitted to the City of Mobile during the second week after the end of each season.
12. Contractor shall attend any league organizational meeting as deemed necessary by the City of Mobile's Athletics Department.

13. Contractor shall rotate game officials on a regular basis. The City of Mobile shall have the right to request game official changes when it deems necessary.
14. City of Mobile is requiring that officials be assigned and paid through, an officials assigning software.
15. All proposals submitted shall have a stated dollar bid amount for providing services on a per game basis. Fees must be submitted on the attached form.
16. The term of this agreement shall be for a period of one (1) year commencing October 2024 _____ and terminating on _____ October 2025 _____. This agreement may be extended for additional periods of one (1) year each, by mutual consent, not to exceed five (5) years upon the mutual agreement of all parties hereto.
17. Contractor shall provide a written schedule of official's assignments, including official's names, two (2) weeks prior to the scheduled games or contests to the MPRD Athletics Supervisor for City of Mobile.
18. The contractor and his/her officials shall not coach in any City of Mobile leagues and or programs.
19. Any athletic department, after receiving the association's list of officials at the start of the season, has the right to cross off three (3) officials from their games who have been assigned to their games by the association.
20. All officials must abide by the MPRD Official's Code of Conduct Policy. Unprofessional behavior of an official during his/her assignment will be reported to the MPRD Athletic Supervisor with a written report from both teams.

ASSIGNER APPLICATION

Please complete the following information:

1. Number of years your business has provided game officials for sport programs. 5 (Years)
2. The number of sports officials your business was hired to officiate. (Indicate # of officials in each sport.)

Baseball	Basketball	Football	Soccer
Softball	Volleyball		

3. List three (3) accounts to whom you have provided sports officials within the last three (3) years. Include account name, address, telephone number and contact person. Please use a blank sheet if more space is required.

1. Robert Stokes 7720 Thomas rd Apartment 606 Mobile, Al 36695 (Volleyball)
2. Jerry Ford 9625 Argyle rd. Irvington, Al 36544 Bayou Recreation League (Basketball) and assist signing football (Mobile County League)
3. Mr. Trace (Robertsdale, Al (baseball Youth League) 251-979-1206 18000, 18134 Pennsylvania st, Robertsdale, Al 36567

2. Organization/Agency Address Phone Number Contact Name

Organization Name: Fruit Of The Spirit Athletics

Address: 901 Parkmont Circle West Mobile , Al

Phone Number: (251) 509-8576

Email: mikemeadry@yahoo.com

Business License# 128380 Confidence Skill Training_T6__ Azalea Credit Union
7022498

3. Indicate your account representative who would be responsible for the City of Mobile account:

Name: _____ Michael Meardry _____
Position: _____ President _____

Address: _____ 901 Parkmont Circle
West _____

Phone Number: _____ (251) 509-8576 _____ Email
Address: _____ mikemeardry@yahoo.com _____

4. How many officials are registered with your organization? Please include an attached list of officials with their certification/credentials, years of experience and sports background. 35-40 officials

5. Please explain your company procedures on how you handle the following:

- a. Officials reporting late to a game site. When a official is late is to assignment with no phone call or text assignment , he or she would first receive a verbal warning , followed by a written warning , followed by a suspension for a game, followed by a 1-2 weeks , followed by termination for that year.
- b. Officials who fail to report to scheduled games and do not find a substitute. The official is to notify the assigner if he or she can't make the game, the assigner will find another official but will listen to the official request for a substitute.
- c. An official who is incompetent or unsatisfactory. If a official is incompetent or showing unsatisfactory toward the company suspensions and future terminations will be applied

6. How do you recruit your officials? I simply go out and watch officials , I call some officials and get contacts from the officials who referee in that particular sport. I leave Flyers and my point contact number for individuals to call.

7. How often do you provide training for your officials? I provide training annually or once a year with some experienced officials helping out with training.

8. What method do you use to evaluate your officials? I evaluate officials on a grading system, 1 tier, 2nd tier, or 3rd tier, and these tiers are based upon the level of training and information that is presented from the company, seeing how much they obtaining the information quickly and safely.

9. Are your officials fingerprinted through their respective organization?(Yes) No

10. Is your organization a service provider that is accredited by AHSAA? (Yes) No

I agree that the information submitted is accurate and correct.

Signature

Michael Meardry

10-18-24

Date

Michael Meardry

Printed Name

President

Title

Fruit of the Spirit Athletics /Confidence Skill

Training

Contractor/Company

(251) 509-8576

Phone

Email Address :mikemeardry@yahoo.com

Please submit with proposal a list of pre-approved pre-certified officials.

Company Name:

Name: Tim Scott	Sport: Basketball, Football	Yrs. experience 17 years
Name: Tremayne Roberts	Sport: Football, Basketball	Yrs. experience 8 years
Name: Wayne Simon Sr.	Sport: Football, Basketball, Baseball	Yrs. experience 26 years
Name: Wayne Simon Jr.	Sport: Basketball, Baseball, Football, Softball	Yrs. experience 18 years
Name: Robert Stokes	Sport: Volleyball, Football, Basketball	Yrs. experience 16 years
Name: Tremayne Gamble	Sport: Volleyball, Basketball, Soccer	Yrs. experience 13 years
Name: Ryan Cambell	Sport: Basketball, Soccer	Yrs. experience 15 years
Name: Stephen Newhouse	Sport: Basketball, Football, Soccer, Softball, Baseball	Yrs. experience 10 years
Name: Randall Norwood	Sport: Basketball, Baseball, Softball	Yrs. experience 21 years

Name: Hosea
Name: Jonathen King
Name: Jerry Lo
Name: Michael Meardry
Name: Carlos Taylor
Name: Aerol
Name: Alec Granderson
Name: Angelo Wilson
Name: Fletcher Robinson
Name: Victory Scott

Sport: Basketball, Baseball,
Soccer
Sport: Football, Basketball,
Baseball
Sport: Basketball, Baseball
Sport: Basketball, Football,
Baseball, Soccer, Volleyball,
Softball
Sport: Basketball
Sport: Volleyball, Basketball
Sport: Basketball, Baseball
Sport: Football, Basketball
Sport: Basketball, Football,
Baseball
Sport: Basketball, Baseball,
Football

Yrs. experience 7 years
Yrs. experience 18 years
Yrs. experience 19 years
Yrs. experience 12 years
Yrs. experience 8 years
Yrs. experience 7 years
Yrs. experience 10 years
Yrs. experience 25 years
Yrs. experience 12 years
Yrs. experience 5 years



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to various vendors for janitorial items for City. Price good through June 20, 2025, renewable for three additional six-month periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20250206 Janitorial Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 February 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: Item-Award Bid for Approval for Janitorial Items

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to various vendors for janitorial items for City. Price good through
June 20, 2025, renewable for three additional six-month periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): June 21, 2025

If not bid, state reason: Sealed Bid 5924

How many bidders received bid packages (if applicable): 14 + web

How many bidders submitted bids (if applicable): 4

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5924</u>	Janitorial Supplies	194	See bid tabulation	Through June 20, 2025, renewable for three additional six-month periods.	<u>(151000) Office Solutions & Innovations, Inc,</u> <u>(294015) Staples Contract & Commercial,</u> <u>(21950) Bay Paper Co, Inc, (298761) Imperial Bag and Paper Co LLC.</u>

Adopted:

City Clerk

ITEM	DESCRIPTION	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM	PRICE	UOM	ITEM
				151000				294015				21950				298761			
				OSI				STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES
1329	BAGS TRASH, 15 X 9 X 32, WHITE, 0.35 MIL, 16 GALLON, 500 BAGS PER CASE. (BOARDWALK BWK2432EXH, 500/CS. PRO-MT331XW-CS) OR EQUAL TO.	\$33.78	1000/CT	NORRST2432XLW - Liner, 24 x 32, 12-16 GAL, White, 0.35, CORELESS, star, 1000/CS		\$36.67	ct	847245		\$19.50	CASE	NORAMCO RST2432.45 XLW		\$20.87	500/CASE	PITT PLASTICS/VB#MT 331XM	NO BID	NO BID	NO BID
2781	DEGREASER BETCO ULTRA 2000 #1 3604. (SPARTAN SPN203804 4/1 GAL/CS) OR EQUAL TO.	\$33.12	4-1 gal/CT	SPN203804 - Butyl Cleaner. Industrial strength, butyl-based cleaner/degreaser. Economically handles a variety of cleaning jobs.		no bid				\$31.10	CASE	KEMPER DYNAMITE		\$55.46	4/1G/CS	BETCO #3604	NO BID	NO BID	NO BID
5068	BUFFING PADS, PADS BUFFING, 20" RED. (BOARDWALK BWK4020RED, 5/CS) OR EQUAL TO.	\$17.22	5/CT	BWK4020RED - PAD,FLOOR,BUFFING, 20",RD		\$20.44	ct	BWK4020RED		\$16.87	CASE			\$12.72	5/CS	3M/VB #7000029761	NO BID	NO BID	NO BID
5076	BUFFING PADS, PADS BUFFING/POLISHING, 17", NATURAL HAIR, JACKAROO BRAND. (BOARDWALK BWK4017NAT, 5/CASE) OR EQUAL TO.	\$14.32	5/CT	BWK4017NAT - PAD,FLR,C-17",NT HAIR		\$16.96	CT	BWK4017NAT		\$18.67	CASE			\$13.35	5/CS	ACS #37-17	NO BID	NO BID	NO BID
5142	COFFEE STIRRER. BWKSTRU525B10	\$1.76	1000/PK	BWKSTRU525B10 - STRAW,STIR,IMB,5.25 IN,BK		\$15.78	ct	BWKSTRU525 B10	\$2.96/PL/50 0 2796012 BERKLEY SQUARE	\$10.34	CASE	CRYSTALW ARE 5BSS10100 0	10/1000/CASE	\$15.03	10/100/CS	VB #850ST	NO BID	NO BID	NO BID
5231	TRASH BAGS, 12-16 GALLON 24 X 32 PB2432LR 500 P/CASE. (BWK2432EXH) OR EQUAL TO.	\$33.78	1000/CT	NORRST2432XLW - Liner, 24 x 32, 12-16 GAL, White, 0.35, CORELESS, star, 1000/CS		\$28.14	ct	BWK2432EXH		\$19.50	CASE	NORAMCO RST2432.45 XLW		\$18.04	500/CS	PITT PLASTICS#B73310 XK	NO BID	NO BID	NO BID
5328	JANITOR CART, CART UTILITY, VINYL, CAPACITY 500 LBS. SIZE 25 7/8 X 45 1/4, BEIGE, RUBBERMAID 4520-88	\$114.25	EA	BWKICARTGRA - CART,INTJ,W/ZP YL BG,GY		\$182.86	ea	633540		\$234.02	EACH			\$154.65	1/EA	RUBBERMD #4520	NO BID	NO BID	NO BID
6947	HAND SANITIZER, CLEANER SANITIZER, HAND, WATERLESS, 4 OZ PLASTIC BOTTLE, HILL MANUFACTURING "SKIN SANITIZER", #3178-24, (24 BOTTLES/CASE).	\$52.77	24-4 oz/CT	GOJ965124 - SANITIZER,HANDPUR EL,4OZ		\$45.82	CT	607827		\$58.46	CASE	GOJO 965124		\$33.40	24/4OZ-CS	KUTOL#KU5635	NO BID	NO BID	NO BID
6990	SOAP, DISHWASHING LIQUID, JOY, PROFESSIONAL, 38 OZ. SIZE, P & G 45114, OR DAWN 45112 8/38 OZ. CASE **NO SUBS**	\$42.94	8-38 oz/CT	JOY43606CT - CLEANER,DSHWSH,JO Y,38OZ		\$50.91	CS	860020		\$48.34	CASE			\$46.50	8/38OZ/CS	JOY #43606	NO BID	NO BID	NO BID
6991	DEODERANT, URINAL BLOCKS, DEODORANT BLOCKS, PLAIN (NO WIRE). (BOARDWALK BWKU03CT, 12/CASE) OR EQUAL TO.	\$7.77	DZ	BWKU03CT - BLOCK,3 OZ URINALS		\$119.35	BX	BWKU04BX		\$10.63	CASE	FRESH PRODUCTS 3PB-F-20-BX		\$8.59	12/BX	HOSPECO #06311	NO BID	NO BID	NO BID
6992	LAVA SOAP BARS, SOAP LAVA HAND SOAP 48 / 4OZ, BARS / CASE. WD 40/LAVA WSF10383.	\$67.53	48-4 oz/CT	WDF10383 - SOAP,HAND,BAR,LAV A,4OZ		\$66.69	CT	WDF10383		\$74.32	CASE			\$92.31	48/4OZ/CS	LAVA #WDF10383	NO BID	NO BID	NO BID
6993	MOPS WET, 18 OZ., #2289 BWK116C - OR EQUAL TO.	\$33.37	6/CT	BWK116C - MOP,HNDL/DECK,CO TTN,16OZ		\$0.00				\$39.90	CASE	ABCOCD50 016	6/CASE	\$4.00	1/EA	ABCO #CD50016	NO BID	NO BID	NO BID
6994	MOPS 32 OZ., WET MOP M-32 #2063. PACKAGES OF 6 MOPS. (BOARDWALK BWK132C) (ABCO CDS0032) OR EQUAL TO.	\$57.51	6/PK	BWK132C - MOP,32OZ HNDL DECK CTTN		\$0.00				\$40.73	CASE			\$5.96	1/EA	ABCO #CD50032	NO BID	NO BID	NO BID
6995	60" CLIP-ON DUST MOP HANDLE, WOOD, 12/CS	\$9.98	EA	BWK1490- HANDLE,DSTMP,CLP, 15/16X60		\$9.09	ea	24418776		\$76.20	CASE			\$5.27	1/EA	JANICO #4360	NO BID	NO BID	NO BID
6996	DUST MOP HEADS, MOP HEADS ONLY FOR DUST MOPS, 36"XS", O'DELL M36SCH, EACH. OR EQUAL TO.	\$11.02	EA	BWK1336 - MOP,DUST,COTN,36" ,CUTEND		\$4.44	ea	24418777		\$12.42	EACH			\$4.19	1/EA	JANICO # 3536	\$7.50	EA	ACA ENTERPRISES KNUCKLEBUSTER MFD36RD
6999	BOTTLE SPRAY WITH TRIGGER SPRAYER, QUART SIZE PLASTIC BOTTLE. BOARDWALK BWK00032/BWK58109 PAIR. OR EQUAL TO.	\$1.29	EA	OSI8TLTRIG32 - QT BTL (BWK00032) & TRIGGER (BWK58109)		\$1.01	ea	819269/79649 5		\$1.65	PAIR			\$1.36	1/EA	JANICO #1132/1003	NO BID	NO BID	NO BID

		OSI				STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
7001	CLEANER, BOWL, 12 QT/CS. STATE MANUFACTURER AND PACKAGING. (BETCO REST STOP 07012-00, 12 QT/CASE. SPN711603) OR EQUAL TO.	\$27.21	12-1 qt/CT	SPN711603 - Non-Acid Disinfectant Bathroom Cleaner. Ready-to-use. Kills HBV and HCV on inanimate surfaces. EPA Reg. No. 5741-18. 12/32 oz./cs. Includes mop.		\$30.84	ct	24477085		\$26.80	CASE	NCL BATHROOM PLUS		\$30.60	12/QT/CS	BETCO#07012	NO BID	NO BID	NO BID
7003	COMET CLEANER, CLEANSER COMET, 24-21 OZ PER CASE. COMET P&G PGC32987CT, 24/21 OZ/CASE.	\$44.65	24-21 oz/CT	PGC32987CT - CLEANER,COMET,PO WDER,21OZ		\$49.30	CT	2180767		\$43.28	CASE			\$38.69	24/21OZ/CS	COMET #329876	NO BID	NO BID	NO BID
7004	BOWL BLOCK, DEODORANT BLOCK W/HANGER LR, 42R OR EQUAL, 4 1/2 OZ. CUP. (BOARDWALK BWKB04BX 12/CS) OR EQUAL TO.	\$12.64	DZ	BWKB04BX - SANITARY,4OZ BOWL BLOCK		\$119.35	CT	24543401		\$15.89	CASE			\$12.84	12/CS	HOSPECO #4001	NO BID	NO BID	NO BID
7005	CLEANER, 409, SPRAY BOTTLES, 12-32 OZ. PER CASE, 12 SPRAYERS PER CASE, **NO SUBSTITUTE**	\$47.90	12-32 oz/CT	CLO35306CT - CLEANER,409 FORMULA,32OZ		\$62.47	CT	CLO35306CT		\$44.00	CASE			\$52.66	12/QT/CS	4096CLNR #35306	NO BID	NO BID	NO BID
7006	409 CLEANER, CLEANER REFILL FOR 409, 4-1 GALLON PER CASE. **NO SUBSTITUTIONS**	\$47.86	4-128 oz/CT	CLO35300CT - CLEANER,FORMULA 409,1GAL		\$50.09	CT	776973		\$44.73	CASE			\$52.45	4/1 GAL/CS	409 CLNR#35300	NO BID	NO BID	NO BID
7008	PINE OIL, 12-28 OZ PER CASE. (CLOROX CLO60148CT, 12/14 OZ/CASE) OR EQUAL TO.	\$30.89	12-28 oz/CT	CLO60148CT - CLEANER,PINE 14/12,YL		\$43.30	CT	CLO60148CT		\$38.72	CASE			\$34.99	12/28OZ/CS	PINE-SOL #40187	NO BID	NO BID	NO BID
7009	PINE OIL (AMONO PINE) 4-1 GAL / CASE. BWK4734 OR EQUAL TO.	\$27.71	4-1 gal/CT	BWK4734 - CLEANER,PINE,4/CT CLO88320CT - PAD,SOS,SPNG,180/CT		\$32.27	CT	BWK4734		\$30.83	CASE	KROWN BAY PINE		\$29.75	4/1GAL/CS	MIDLAB/VB D01030	NO BID	NO BID	NO BID
7012	PADS SOS, 12-15/CS. CLOROX CLO88320CT, 180/CASE. OR EQUAL TO.	\$54.21	180/CT	PGC85006CT - DETERGENT,TDEPWD ,HE,143OZ		\$47.31	CT	2623251		\$56.78	CASE			\$49.87	120/CS	BRILLO #3030	NO BID	NO BID	NO BID
7015	SOAP LAUNDRY, TIDE DETERGENT, P&G 2-143 OZ/CT, PGC85006CT.	\$58.73	2-143 oz/CT			\$73.06	CT	PGC85006CT		\$65.08	CASE			\$47.96	2/143 OZ/CS	TIDE 85006	NO BID	NO BID	NO BID
7016	HAND SOAP, KUTOL, PURE POWDER 10-15 LBS/CASE. (DIAL DIA2561 CT, 10/5LB/CASE.) OR EQUAL	\$0.00	0			NO BID				NO BID	NO BID	NO BID		\$46.60	1/5LB/CS	BORAX 21165	NO BID	NO BID	NO BID
7017	HAND SOAP (4 - 1 GALLON), ANTISEPTIC, 4-1 GAL PER CASE. (BOARDWALK BWK410CT, 4/1 GAL/CASE) OR EQUAL TO.	\$24.67	4-1 gal/CT	BWK410CT - SOAP,LOTION,GAL/CT		\$26.51	CT	BWK410CT		\$25.71	CASE			\$27.76	4/1GAL/CS	MIDLAB/VB L00011	NO BID	NO BID	NO BID
7021	DISINFECTANT SPRAY, LYSOL 12-18 OZ PER CASE. (SPN607600, 12/32 OZ/CASE), (CHASE 433-4104 12/20 OZ/CASE) OR EQUAL TO.	\$45.58	12-20 oz/CT	SPN607600 - EPA Reg. #67603-4-5741. 12/20 oz. cans, Net 17 oz.		\$21.19	CT	24517460		\$39.23	CASE			\$45.74	12/17OZ/CS	CLAIRE CL1002	NO BID	NO BID	NO BID
7024	INSECTICIDES WASP + HORNET SKIDDO 12-18 OZ PER CASE. (SPARTAN SPN682000, 12/20 OZ/CS) (CHASE 433-4108 12/20 OZ/CASE) OR EQUAL TO.	\$56.73	12-20 oz/CT	SPN682000 - Solvent-based formula kills on contact from over 20 ft. away. Keeps bugs away for up to 4 weeks. EPA Reg. #706-109-5741. 12/20 oz. cans, Net 14 oz.		NO BID		24517460		\$73.12	CASE	438-5108		\$69.52	12/20OZ/CS	SPARTAN682000	NO BID	NO BID	NO BID
7028	CLEANER SHIMMER STAINLESS STEEL CLEANER, (BOARDWALK BWK 347 ACT 12-18 OZ/CS) OR EQUAL TO.	\$37.85	12-18 oz/CT	BWK347ACT - POLISH,STAINLESS,ST EEL		\$26.36	CS	2611678		\$49.70	CASE			\$43.74	12/16OZ	CLAIRE/VB K01020	NO BID	NO BID	NO BID
7033	DUST MOP TREATMENT, MOP, DUST MOP TREATMENT 12-16 OZ / CASE. (CHASE 5152, 12/20 OZ/CS) OR EQUAL TO.	\$47.88	12-20 oz/CT	SPN609900 - 12/20 oz. cans, Net 16 oz.		\$18.44	cs	2611675		\$45.10	CASE	CHASE DUST & MORE 438-5157		\$63.51	12/14OZ/CS	CLAIRE D10200	NO BID	NO BID	NO BID
7034	FLOOR SWEEP, OIL ABSORBENT, MAXIMUM SACK WEIGHT 40 LB. OIL DRI BRAND OR EQUAL.	\$0.00	0			no bid				NO BID	NO BID	NO BID		\$10.14	1/40LB/BAG	OIL DRY 5040	NO BID	NO BID	NO BID
7038	HOUSE HOLD BROOMS, BROOM NATURAL CORN JANITOR BROOM #26, 5 STITCH, 12" SWEEP FACE. (BWKBR10002) OR EQUAL TO.	\$45.36	6/CT	BWKBR10002 - BROOM,MIX,WRHS,L AQ HND,6		\$10.77	ea	24420776		\$85.70	CASE			\$7.92	1/EA	ABCO00312NB	NO BID	NO BID	NO BID

		OSI			STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
7039	BROOM #B28 JANITORIAL, #2033. DOZEN. (O'DELL 810001/ BWKBR10002 DOZEN) OR EQUAL TO.	\$45.36	6/CT	BWKBR10002 - BROOM,MIX,WRHS,L AQ,HND,6	\$44.47	CT	BWKBR10002		\$85.70	CASE			\$8.03	1/EA	JANICO 6122	NO BID	NO BID	NO BID
7040	BOWL BRUSH, BRUSH #4533 TOILET-BOWL. EACH. (BOARDWALK BWK00160, EACH. CW224418471.) OR EQUAL TO.	\$0.99	EA	BWK00160 - MOP,BOWL,12" HND,25/CT,WH	\$1.13	ea	BWK00160EA		\$1.07	EACH			\$1.11	1/EA	RUBBERMD 6310	NO BID	NO BID	NO BID
7042	MOP 24 OZ. RAYON MOP HEAD LAY FLAT #2407	\$60.34	12/CT	BWKC22024 - MOP,CTN,24OZ,SCR W TYP,12	NO BID				\$6.55	EACH			\$7.15	1/EA	ABCO RM32024	NO BID	NO BID	NO BID
7043	MOP 32 OZ. RAYON MOP HEAD LAY FLAT #2408. (BOARDWALK BWK732R) OR EQUAL TO.	\$101.35	12/CT	BWK732R - MOP,HD,L,F,RYN,32O Z	NO BID				\$0.00	EACH			\$7.74	1/EA	ABCO RM32325	NO BID	NO BID	NO BID
7044	MOP TOILET BOWL. BOARDWALK BWK00160, EACH. OR EQUAL TO.	\$0.99	EA	BWK00160 - MOP,BOWL,12" HND,25/CT,WH	\$1.13	EA	BWK00160EA		\$1.15	EACH			\$1.06	1/EA	JANICO 4100	NO BID	NO BID	NO BID
7047	DUST PAN, #2005, RUBBERMAID. IMPACT IMP4212, EACH. OR EQUAL TO.	\$7.87	EA	IMP4212 - DUSTPAN,12ETAL 20 GAGE,BK	\$5.36	EA	812879		\$9.95	EACH			\$3.05	1/EA	RUBBERMD 20050	NO BID	NO BID	NO BID
7048	DUST PAN WITH HANDLE, DUST PAN, LOBBY, #2007, RUBBERMAID. (IMPACT IMP2600 EACH) OR EQUAL TO.	\$0.00	EA	IMP2600 - DUSTPAN,PLASTIC LOBBY,BK	\$13.01	EA	24377013		\$9.70	EACH	ABCO 361410		\$9.84	1/EA	JANICO 1085	\$5.77	EA	ACA ENTERPRISES KNUCKLEBUSTER LDP
7050	POUSH, FURNITURE, JOHNSON LEMON SHINE-UP, 12 16 OZ PER CASE. (SPARTAN SPN611000, 12/20 OZ/CS. CHASE 433-4109) OR EQUAL TO.	\$36.66	12-19 oz/CT	BWK346ACT - POLISH,FURNITURE,L EMON	\$20.08	CS	2611680		\$51.49	CASE	CHP5136		\$43.83	12/19OZ/CS	CLAIRE CP811	NO BID	NO BID	NO BID
7053	TRASH CAN, 44 GALLON, NO LID, NO CASTERS, DESIGNED FOR RUBBERMAID CASTERS, GRAY COLOR RUBBERMAID #2643 OR CONTINENTAL #4444. (BOARDWALK BWK44GLWRGRA, EACH) OR EQUAL TO.	\$30.32	EA	BWK44GLWRGRA - RECEPTACLE,WASTE, RND,GY	\$52.14	EA	24557244		\$39.44	EACH			\$40.12	1/EA	RUBBERMD 2643	NO BID	NO BID	NO BID
7066	SPONGES 2" X 6" (APPROX.) 24/2. (BOARDWALK BWKCS2, 24/CASE) OR EQUAL TO.	\$21.98	24/CT	BWKC22 - SPONGE,MED,YELLO W,24/2PK	\$23.55	PK	2619351		\$25.09	CASE			\$15.60	20/CS	3M 28648	NO BID	NO BID	NO BID
7067	CLEANSER AJAX, 24-21 OZ. CANS /CASE. CLOROX CPC14278CT.	\$32.31	24-21 oz/CT	CPC14278CT - CLEANER,AJAX,OXGBL CH,21OZ	\$27.25	CT	CPC14278CT		\$32.63	CASE			\$31.84	12/21OZ/CS	BARKPR11514	NO BID	NO BID	NO BID
7068	DISINFECTANT, BALL-PHENE SPRAY, DISINFECTANT SPARTAN STERI-PHENE 12-15 OZ. PER CS. (SPARTAN SPN608100, 12/20 OZ/CASE), (CHASE 433-4104) OR EQUAL TO.	\$45.82	12-20 oz/CT	SPN608100 - Tuberculocidal. Bactericidal. Fungicidal. Virucidal. Kills HBV, HIV-1 Type 1(AIDS Virus), Herpes Simplex Type 2 and Influenza A/J305. EPA Reg. #5741-22 12/20 oz. cans, Net 15 oz.	NO BID				\$39.23	CASE			\$57.35	12/20OZ/CS	SPARTAN 190302	NO BID	NO BID	NO BID
7085	CLEANER, FLOOR, HARDWOOD, BONA CLEANER REFILL **NO SUBS**	\$18.41	EA	BNAWM700018174 - CLEANER,HARDWD REFIL	NO BID				\$18.24	GALLON	BNAWM70 0018175		\$26.62	1 GAL	BONA 18159	NO BID	NO BID	NO BID
7087	DISINFECTANT LYSOL II FRESH SCENT SPRAY (12/18 OZ./CS). (CHASE 4334104, 12/20 OZ/CASE) OR EQUAL TO.	\$45.58	12-20 oz/CT	SPN607600 - EPA Reg. #67603-4-5741. 12/20 oz. cans, Net 17 oz.	\$21.19	CT	24517460		\$39.23	CASE			\$45.74	12/17OZ/CS	CLAIRE CL1002	NO BID	NO BID	NO BID
7096	CLEANER OVEN, MR. MUSCLE, AEROSOL (6-19 OZ/CS) NO SUBSTITUTE. VENDOR TO PROVIDE DIVERSEY DVOCBD991206, 6/19 OZ/CASE.	\$33.33	6-19 oz/CT	DVOCBD991206 - CLEANER,BREAK UP,OVEN	\$29.05	CT	2750870		\$35.49	CASE			\$35.83	6/19OZ/CS	DIVERSEY 991206	NO BID	NO BID	NO BID
7103	MOP HEAD, 24 OZ. COTTON, LAY FLAT, SCREW ON.	\$5.03	EA	BWKC22024 - MOP,CTN,24OZ,SCR W TYP,12	\$8.38	EA	749554		\$4.90	EACH			\$5.70	1/EA	ABCO CM22024	NO BID	NO BID	NO BID
7104	MOPHEAD HANDLE, FOR LAY FLAT MOP. ABCO 60" SCREW ON HANDLE, EACH. OR EQUAL TO.	\$5.04	EA	BWK834 - HANDLE,MOP,LIEFLA T,SCREW	\$12.34	EA	749585		\$3.97	EACH			\$3.50	1/EA	ACBO 01210NB	NO BID	NO BID	NO BID

		OSI				STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
7112	SOAP, KLEENEX LIQUID HAND SOAP WITH MOISTURIZERS (91552), PINK, FLORAL SCENT, 1.0L, 6 BOTTLES / CASE 1000 ML. CAPACITY, PINK FOAM. VENDOR TO PROVIDE KIMBERLY CLARK KCC91552CT, 6/1000 ML/CASE.	\$52.83	6-1000 mL/CT	KCC91552CT - SOAP,FOAM,MOIST,L TFL,6/CT		\$45.70	CT	850829		\$63.43	CASE			\$43.87	6/1L/CS	KC91552	NO BID	NO BID	NO BID
7115	BUCKET MOP, 35 QUART, COMBO BUCKET AND WRINGER, YELLOW, 3" CASTERS RUBBERMAID FG757788VEL (CONTINENTAL 335-312YW), (IMPACT IMP7Y26363Y), OR EQUAL.	\$72.01	EA	IMP7Y26363Y - COMBO SET,WRNGR/BCKT		\$84.57	EA	IMP7Y26363Y		\$57.37	EACH			\$68.87	1/EA	JANICO 1010BW	NO BID	NO BID	NO BID
7116	CLEANSER SPIC + SPAN, 12-27 OZ PER CASE, POWDERED CLEANSER. VENDOR TO PROVIDE P&G PGC31973CT, 12/27 OZ/ CASE.	\$117.23	12-27 oz/CT	PGC31973CT - CLEANER,SPC/SPN,P WDR,27OZ		\$159.45	CT	PGC31973CT		\$147.83	CASE			\$110.40	12/27OZ/CS	SPIC SPAN 31973	NO BID	NO BID	NO BID
7118	WAX, FLOOR, JOHNSON COMPLETE OR EQUAL, 5 GALLON PAIL. (SPARTAN SPN404505, 5/GAL/CS) OR EQUAL TO.	\$59.39	5 gal/PL	SPN404505 - 18% solids. High-gloss metal interlock floor finish for "the brightest shine this side of the sun."		NO BID				\$79.23	CASE	NCL ONE COAT 25		\$74.32	5GAL	SPARTAN 4045	NO BID	NO BID	NO BID
7131	BUCKET MOP, 44 QUART, COMBO PACK WITH WRINGER, BUCKET OT HAVE 3" WHEELS, WRINGER TO BE DOWNWARD PRESS TYPE, CONSIST OF RUBBERMAID BUCKET #6118-88 AND WRINGER #612, RUBBERMAID COMBO PACK #6134. (RUBBERMAID 757688, EACH) OR EQUAL	\$295.92	EA	RCPFG757688YEL - BUCKET,DP WRN,44Q WBG,YL		\$293.80	EA	RCPFG757688 YEL		\$247.63	EACH	RCP757688 YEL		\$112.31	1/EA	RUBBERMD7577	NO BID	NO BID	NO BID
7133	DISPENSER FOR SCOTT #181 MULTIFOLD PAPER TOWELS, PLASTIC DISPENSER, SCOTT #998 (SAN JAMAR SJMT1790TBK) OR EQUAL.	\$31.57	EA	SJMT1790TBK - DISPENSER,TWL,ULTR A,BK		\$34.14	EA	SJMT1790TBK		\$34.48	EACH			\$29.34	1/EA	ESSITY 73TR	NO BID	NO BID	NO BID
7140	TRASH CAN, 32 GALLON, RUBBERMAID #FG2632. BWK32GLWRGRA	\$24.42	EA	BWK32GLWRGRA - WASTEBASKET,32GAL ,GY		\$27.99	EA	BWK32GLWGR A		\$25.38	EACH			\$33.84	1/EA	RUBBERMD 2632	NO BID	NO BID	NO BID
7163	TRASH CAN, LID, DOME TOP WITH SWING DOOR, TO FIT RUBBERMAID 44 GALLON CONTAINERS (CITY COMMODITY #16213) GRAY IN COLOR , THIS LID WILL ALSO FIT 55 GALLON DRUMS, RUBBERMAID #2647. VENDOR TO PROVIDE RUBR MAID RCP264788GRA, EACH.	\$111.84	EA	RCP264788GRA - CONTAINER,DOME TP F/44 GY		\$114.33	EA	812584		\$110.70	EACH			\$76.89	1/EA	RUBBERMD2647	NO BID	NO BID	NO BID
7168	SANITARY NAPKIN DISPOSAL BAGS STATE MFG + PACKAGING PER CASE. ROCHESTER MIDLAND 25025088, 500/CASE., HOSPECO HS6141	\$20.11	500/CT	HOS6141 - LINER, FEM HYGIENE,BN		\$22.86	CT	239835		\$28.86	CASE			\$23.07	500/CS	HOSPECO 260	NO BID	NO BID	NO BID
7173	CLEANER WINDOW, REFILL (GLASS PLUS OR WINDEX) 4-1 GALLON/CASE, **NO SUBSTITUTE** (SC JOHNSON SJN696503, 4/1 GAL/CASE).	\$39.70	4-1 gal/CT	SJN696503 - CLEANER,WINDEX,1 GAL		\$50.16	CS	2659203		\$40.93	CASE			\$50.32	4/1GAL/CS	WINDEX 696503	NO BID	NO BID	NO BID
7177	DISINFECTANT KROWN DUAL BOWL CLEANER (NABC BATHROOM CLEANER -REST STOP), CLEANER BOWL, NON-ACID, BETCO 07912, 12-32 OZ/CASE. (SPARTAN SPN711603, 12/32 OZ/CASE) OR EQUAL TO.	\$27.21	12-1 qt/CT	SPN711603 - Non-Acid Disinfectant Bathroom Cleaner. Ready-to-use. Kills HBV and HCV on inanimate surfaces. EPA Reg. No. 5741-18. 12/32 oz./cs. Includes mop.		\$38.14	CT	24452978		\$26.80	CASE	NCL BATHROOM PLUS		\$28.64	12/QT/CS	SPARTAN 710603	NO BID	NO BID	NO BID
7179	SOAP DIAL LIQUID HAND, 7.5 OZ, PUMP BOTTLE, 12-7.5 OZ PER CASE DIAL #84014. VENDOR TO PROVIDE DIAL 84014CT, 12/7.5 OZ/CASE.	\$35.10	12-7.5 oz/CT	DIA84014CT - SOAP,LIQD DIAL GLD,7.5OZ		\$3.36	EA	458188		\$32.67	CASE			\$37.14	12/7.5OZ/CS	DIAL 84014	NO BID	NO BID	NO BID
7194	SQUEEGEE FLOOR 18" WITH HANDLE. (UNGER OSIFLRSQG18, EACH), OSIFLRSQG18 (SQUEEGEE - UNGMW450) (HANDLE (UNGAL14T0) OR EQUAL TO.	\$27.82	EA	OSIFLRSQG18 - SQUEEGEE, 18" (UNGMW450) & HANDLE (UNGAL14T0)		9.03 (SQUEEGEE) 21.69(HANDLE)	EA	2619561/8132 31		\$38.43	EACH			\$16.07	1/EA	UNGER MW450	NO BID	NO BID	NO BID

		OSI				STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
7198	DISPENSER ROLL TOWEL FLIP DOWN SMOKE COVER SCOTT #9746.	\$56.70	EA	KCC09746 - DISPENSER,PAPER TOWEL,SKE		\$66.26	EA	418874		\$70.51	EACH			\$66.67	1/EA	KC 09746	NO BID	NO BID	NO BID
7211	FLOOR STRIPPER, STRIPPER FLOOR, BETCO EXTREME ULTRA #19404. (SPARTAN 008404, 4/1/GAL/CS) OR EQUAL TO.	\$51.25	4-1 gal/CT	SPN008404 - Finish and Wax Stripper. Quickly removes heavy build-ups and burnished floor finish. Use with hot or cold water. Lightly fragranced.		NO BID				\$61.03	CASE	NCL BARE BONES	4/1GAL	\$58.32	4/1GAL/CS	SPARTAN 08404	NO BID	NO BID	NO BID
7212	TOILET SEAT COVER DISPENSERS, DISPENSER TOILET SEAT COVER, UNIVERSAL TYPE, SCOTT/KIMBERLY-CLARK TOILET SEAT DISPENSER #09506 ** (The city purchases Scott/Kimberly-clark #7410 toilet seat covers)*. VENDOR TO PROVIDE BOARDWALK BWK100, EACH.	\$20.30	2/BX	BWK100 - DISPENSER,TOILETST CVR,WH		\$19.99	PK	bwkKD100		\$21.02	EACH			\$5.75	1/EA	KC 09506	NO BID	NO BID	NO BID
7214	DUST MOP FRAME/WITH HANDLE, DUST MOP FRAME WITH HANDLE, FRAME SIZE 5 X 36. (BOARDWALK BWK1436, EACH) OR EQUAL TO.	\$4.82	EA	BWK1436 - FRAME,DUSTMP,36X 5,MTL		\$4.90	EA	24418774		\$10.79	EACH			\$11.70	1/EA	JANICO SN536	\$11.11	EA	ACA ENTERPRISES KNUCKLEBUSTER CH15/16W & F-DM36
7218	DEODORIZER GENERAL PURPOSE, DEODORANT CONCENTRATE, 4/1 GAL/CS. SPARTAN AIRLIFT #302204 **NO SUBSTITUTIONS**	\$92.47	4-1 gal/CT	SPN302204 - General Purpose Deodorant Concentrate. Fresh Scent fragrance.		NO BID				\$72.45	CASE	NCL ETERNITY		\$85.71	4/1GAL/CS	SPARTAN 3022	NO BID	NO BID	NO BID
7239	TIME MIST MODEL 32-1111 TM DISPENSER	\$20.85	EA	TMS1047717 - DISPENSER,TIMMST, WH		NO BID				\$24.65	EACH	R42 DISPENSER		\$21.00	1/EA	CLAIRE CL7	NO BID	NO BID	NO BID
7252	BLEACH, CLOROX, 6-96 OZ PER CASE. **NO SUBSTITUTE**	\$21.67	3-121 oz/CT	CLO30966CT - DISINFECTANT,BLEACH,121OZ		\$24.03	CS	951358		NO BID	NO BID	NO BID	CAN'T FIND 96OZ BOTTLES	\$25.52	3/121OZ/CS	CLOROX 30966	NO BID	NO BID	NO BID
7253	BLEACH GENERIC, 6-96 OZ PER CASE GALLON/CS, STATE MANUFACTURER + STOCK #. (KIK KIK11006755042 6/1 GAL/CS), PUREBRIGHT BLEACH, OR EQUAL TO.	\$17.91	6-1 gal/CT	KIK11006755042 - CLEANER,BLEACH,RE G,1GAL,6		\$30.22	CS	815745		\$17.50	CASE		6 GALLONS PER CASE	\$21.20	6/1GAL/CS	PURE 35042	NO BID	NO BID	NO BID
9369	MILDEW REMOVER, TILEX,12EA. 16OZ SPRAY BOTTLES /CASE. (SPARTAN SPN711003, 12/16 OZ/CASE) OR EQUAL TO.	\$38.75	12-32 oz/CT *NOTE: The SPN ITEM IS 32 OZ (NOT 16 OZ AS IN YOUR DESCRIPTION)	SPN711003 - Tile & Grout Rejuvenator. Fights mold and mildew stains and soap scum on a variety of restroom surfaces. 12/32 oz./cs. Includes 3 trigger sprayers and gloves.		\$53.77	CS	24477092		\$50.83	CASE	NCL TRIGGER		\$35.14	12/QT/CS	MIDLAB/VB L01227	NO BID	NO BID	NO BID
9632	TOWELS, PAPER, MULTI-FOLD, 9x9, SCOTT 180 (01804), (SOFIDEL 410164 4000/CASE), OR EQUAL	\$19.39	12-334/CT	GEN1508 - TOWEL,M-FOLD,9,25X9,5,NT		\$31.96	CT	887845		\$21.24	CASE			\$22.03	4000/CS	CASCADE VBMF95W	NO BID	NO BID	NO BID
9633	TOWELS, PAPER, HARD ROLL 8" X 800' BROWN, 2" CORE, 6 ROLLS/CASE KC32848. 6/CASE. MORCON MORR6800 6 ROLLS/CASE. OR EQUAL TO.	\$24.00	6-800'/CT	MORR6800 - TOWEL,HRDWND KFT,8X800		\$23.73	CS	MORR6800		\$28.87	CASE	MARCAL NP6800		\$21.22	6/800/CS	CASCADE VBR7800K	NO BID	NO BID	NO BID
9634	CUPS STYROFOAM, 6 OZ. (FOR COFFEE) (NT6, W6 DART OR EQUAL), 1000/CS. VENDOR TO PROVIDE DART DCC616, 1000/CS.	\$22.73	1000/CT	DCC616 - CUP,6 OZ,FOAM,1M/CTN,WH HT		\$35.86	CS	418666		\$25.36	CASE			\$30.43	1000/CS	DART 616	NO BID	NO BID	NO BID
9635	CONE CUPS, CUPS WATER, CONE (LILY 4 1/2 LR, 42R OR EQUAL) 4 1/2 OZ. CUP. (KONIE KC145KR, 5000/CS) OR EQUAL TO.	\$77.31	5000/CT	SCC4BRCT - CUP,CONICAL,RLD RIM,4OZ		\$103.37	CS	815468		\$60.94	CASE			\$59.00	5000/CS	SOLUPAC VB42WC	NO BID	NO BID	NO BID
9636	TOWELS, PAPER, BROWN ROLL, CORE SIZE 1.5", 8" X 800' SCOTT #04142 OR EQUAL. VENDOR TO PROVIDE MORCON MORR6800, 6 ROLLS/CASE.	\$24.00	6-800'/CT	MORR6800 - TOWEL,HRDWND KFT,8X800		\$29.67	CS	887842		\$28.87	CASE	MARCAL NP6800		\$31.35	6/800/CS	MORCON 6800	NO BID	NO BID	NO BID

		OSI			STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
9637	TOWELS, PAPER, C-FOLD 10.125" X 13.15", 1 PLY, 2400 TOWELS/CASE, KC 01510, NO SUBS.	\$49.59	12-200/CT	KCC01510 - TOWEL,SCOTT,C-FLD PPR,WE	\$35.54	CS	680181		\$22.95	CASE			\$41.80	2400/CS	KC151	NO BID	NO BID	NO BID
9638	TOWELS SHOP, WYPALL, BLUE, KIMBERLY CLARK 05776, 12-1/2" X 12", 56 SHEETS/PKG, 12PKG/CASE. VENDOR TO PROVIDE BERK DRC3500B-4, 902/CASE.	\$53.80	1080/CT	BWKV030QPW - WIPE,DR,12X13,QF ,WH	\$61.21	CS	491298		\$87.97	CASE			\$51.45	12/56/CS	KC 05776	NO BID	NO BID	NO BID
9640	TOILET PAPER - SMALL ROLL / 100PER, PAPER TOILET, 1 PLY, KC25626, GEN218, PACIFIC BLUE 1458001/14500, OR EQUAL TO.	\$40.98	96-1000/CT	BWK6145 - TISSUE,500 2PLY,4X3	\$65.28	CS	491291		\$53.64	CASE	GEN218 96/1000SH T	96/1000SHE ET	\$41.18	96/1000/CS	RESOLUTE 115TT	NO BID	NO BID	NO BID
9641	DRINKING CUPS *WATER FOUNTAIN CUPS*, 7 OZ. WAXED PAPER COLD DRINK, 2000/CASE.	\$129.41	2000/CT	SCCR7NSYM - CUP,PPR,7OZ,WXD,SY MPH	NO BID				NO BID	NO BID	NO BID		\$83.06	2000/CS	CHOICE 760PCC	NO BID	NO BID	NO BID
9644	PLASTIC WRAP, 12X2000' ROLL. BOARDWALK BWK7202.	\$14.40	2000'/CT	BWK7202- FILM,FOOD,12INX20 OOF,CR	\$14.76	CT	BWK7202		\$10.58	ROLL	WESTERN FFCB12BOD 2004		\$11.99	12/2000/CS	ANCHOR 7309822	NO BID	NO BID	NO BID
9656	FOIL ALUMINUM, 24" X 1000'. REYNOLDS RFP627, 24 X 1000 ROLL. OR EQUAL TO.	\$191.13	24"X1000 /RL	HFA12408 - FOIL,RLL,24"X1000',H VY,AL	\$429.69	CT	RFP627		\$214.73	ROLL			\$107.59	24"X1000'	HENAN21215	NO BID	NO BID	NO BID
9658	PAPER, TOILET, 2 PLY, KC#04460. 96 ROLLS TO A BOX. (BOARDWALK BWK6145 96 ROLLS/CASE) OR EQUAL TO.	\$40.98	96-500/CT	BWK6145 - TISSUE,500 2PLY,4X3	\$41.23	CS	BWK6145		\$46.79	CASE	MARCAL B50096		\$36.77	96/500/CS	CASCADES VBT	NO BID	NO BID	NO BID
9661	KNIVES PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIKWN, 1000/CS. OR EQUAL TO.	\$20.87	1000/CT	BWKKNIHWPPBIW - KNIFE,HWP,IV,BK	\$21.79	CT	BWKKNIFEWHP SIW		\$16.88	CASE			\$16.95	1000/CS	DIRECT IPP2KB	NO BID	NO BID	NO BID
9662	SPOONS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). (GEN GENHYWIKWS, 1000/CS) OR EQUAL TO.	\$21.36	1000/CT	BWKTSHWPPBIW - TEASPOON,HWP,IV, BK	\$24.72	CT	BWKSOUHPWHP S		\$16.88	CASE			\$16.95	10000/CS	DIRECT IPP2TSB	NO BID	NO BID	NO BID
9663	FORKS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIKWF, 1000/CASE. OR EQUAL TO.	\$21.69	1000/CT	BWKFORKHWPPBIW - FORK,HWP,BLACK,W H	\$28.10	CT	BWKFORKWHP SIW		\$16.88	CASE			\$16.95	1000/CS	DIRECT IPP2FB	NO BID	NO BID	NO BID
9667	NAPKINS COCKTAIL, PACKAGED 4000 PER CASE. GEN, GENCOCKTAILNAPW, 4000/CASE. OR EQUAL TO.	\$13.20	4000/CT	GENCOCKTAILNAPW - NAPKINS,CKTAIL,1PLY	\$16.87	CS	GENCOCKTAIL NAPW		\$11.39	CASE			\$11.35	4000/CS	SOUTH SEAS VBBEVNAPK	NO BID	NO BID	NO BID
9669	CUPS, 10 OZ INSULATED FOAM CUPS 10J10.	\$34.57	1000/CT	DCC10J10 - CUP,10 OZ,FOAM,1M/CT,WH T	\$52.26	CS	637947		\$37.79	CASE			\$45.32	1000/CS	DART 10J10	NO BID	NO BID	NO BID
9670	PAPER GROCERY BAGS, 8 1/4 X 5 5/16 X 16 1/8". #20 KRAFT, QTY: 5 BUNDLES	\$28.84	500/BD	BAGGK20500- BAG,GROCERY,20#	NO BID				\$29.13	BUNDLE		500 PER BUNDLE	\$14.67	500/CS	CKAARI #VB20SOB	NO BID	NO BID	NO BID
9671	COVER TOILET SEAT, PAPER, SCOTT/KIMBERLY-CLARK #7410. ** (MUST FIT SCOTT #9526 SEAT COVER DISPENSERS IN USE IN THE CITY)** VENDOR TO PROVIDE BOARDWALK BWKKS000b, 5000/CASE.	\$32.77	5000/CT	BWKK5000B - COVER,TOILETST,250B X,5M/CT	\$33.10	CS	bwkk5000b		\$36.43	CASE	CRYSTALW ARE 1150		\$23.07	5000/CS	SOUTH SEAS #SHIELD	NO BID	NO BID	NO BID
9673	TOWELS WYP-ALL, #05701. 12.5" X 12", WHITE. KC 05701. OR EQUAL TO.	\$53.80	18-56/CT	BWKV030QPW - WIPE,DR,12X13,QF ,WH	\$73.74	CS	408419		\$91.58	CASE			\$81.11	18/56/CS	KC #5701	NO BID	NO BID	NO BID
9678	PLATES STYROFOAM 6" (1000/CS). DART DCC6PWCR, 1000/CASE. OR EQUAL TO.	\$21.62	1000/CT	DCC6PWCR - PLATE,FOAM,6",125P K,WH	\$31.20	CS	869715		\$20.44	CASE	ECO-PAX AP6125		\$20.14	1000/CS	DART 6PWC	NO BID	NO BID	NO BID
9684	TRAYS STYROFOAM, 3 SECTION CARRY OUT, WITH LIDS, ** STATE YOUR PACKAGING PER CASE **.	\$15.33	150/CT	PCTYTD199030000 - CONTAINER,2TABCO NV,3CM,WH	NO BID				\$21.18	CASE		200 PER CASE	\$22.67	200/CS	DARNEL #DU4063101	NO BID	NO BID	NO BID
9686	CUPS, PLASTIC, 12 OZ, 100/PK, BOARDWALK	\$32.89	1000/CT	BWKTRANSCUP12CT - CUP,PLAS,12OZ,20/5 0,TR	\$7.66	PK/50	24393964		\$26.14	CASE	NCEPTION	1000 PER CASE	\$44.00	1000/CS	DIRECT #VG12CF	NO BID	NO BID	NO BID
9690	CUPS, CLEAR PLASTIC, 7 oz size, 100/SLEEVE.	\$49.16	2500/CT	BWKTRANSCUP7CT - CUP,PLAS,7OZ,25/10 0,TR	\$7.28	PK/100	24393963		\$41.48	CASE	NCEPTION	2500 PER CASE	\$23.38	2500/CS	DIRECT #VBPP7CUP	NO BID	NO BID	NO BID
9693	CUPS, STYROFOAM, 12oz, 1000/CS SCOTT #V2-12C. VENDOR TO PROVIDE DART DCC12J12, 1000/CS.	\$39.67	1000/CT	DCC12J12 - CUP,12 OZ,FOAM,1M/CTN,WH	\$57.76	CS	418668		\$42.09	CASE			\$50.51	1000/CS	DAR #12J12	NO BID	NO BID	NO BID

		OSI			STAPLES			BAY PAPER			IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
9695	CUPS PLASTIC, 12 OZ., TRANSLUCENT, 1000/CASE SOLO #M22. BOARDWALK BWKTRANSCUP12CT, 1000/CASE. OR EQUAL TO.	\$32.89	1000/CT	BWKTRANSCUP12CT - CUP,PLAS,12OZ,20/5 0,TR	\$37.83	CS	BWKTRANSCU P12CT	\$26.14	CASE		\$41.31	1000/CS	DART #Y12S	NO BID	NO BID	NO BID
9698	TOWELS WYPALL, SIZE 10" X 13 .2", CENTER-PULL ROLL, WHITE. 200 SHEETS PER ROLL, 2 ROLLS/CASE, SCOTT #05796. NO SUBS.	\$76.79	2-200/CT	KCC05796 - WIPES,C-PLL,10X13WH,2/200	\$75.69	CS	KCC05796	\$80.44	CASE		\$62.30	2/200/CS	KC 05796	NO BID	NO BID	NO BID
9709	Toilet Paper Roll, Scott Essential, Jumbo Core, 1 Ply, 12/CT, JUNIOR JUMBO ROLLS, KIMBERLY CLARK #07223. (BOARDWALK BWK6101) OR EQUAL TO.	\$35.89	12-2000/CT	BWK6101 - TISSUE,9" 1PLY JUMBO	\$34.83	CS	BWK6101	\$25.32	CASE	MARCAL JRT02	\$43.27	12/2000/CS	CASCADES B212	NO BID	NO BID	NO BID
9796	SOAP ANTI BACTERIAL MANUFACTURED BY SOFTSOAP 64 OZ. SIZE. (COLGATE PALMOLIVE CPC45993) OR EQUAL TO.	\$70.84	6-50 oz/CT	CPC45993 - SOAP,SS,LHS,AQUARIUM,50OZ	\$7.63	EA	24385177	\$43.27	CASE		\$49.80	4/1GAL/CS	MIDLAB VB L00035	NO BID	NO BID	NO BID
10057	BAGS TRASH, 15" X 9" X 23", BLACK, 0.35 MIL, 8-10 GALLON, 1000 PER CASE. (NOVOLEX H4021RC 1000 PER CASE) OR EQUAL TO.	\$24.28	1000/CT	NORRST2423XLB - Liner, 24 x 23, 7-10 GAL, Black, 0.35, CORELESS, star, 1000/CS	\$20.41	CS	364786	\$19.74	CASE	NORAMCO RST2423XLB	\$21.82	1000/CS	KANGAROO R2424K8	NO BID	NO BID	NO BID
10059	BAGS, TRASH, SMALL, 15 X 9 X 32, BLACK, 0.35 MIL, 16 GALLON, 1000 BAGS PER CASE. (INTEPLAST B73310DXK 1000 BAGS PER CASE) OR EQUAL TO.	\$33.78	1000/CT	NORRST2432XLB - Liner, 24 x 32, 12-16 GAL, Black, 0.35, CORELESS, star, 1000/CS	\$36.67	CS	847245	\$30.31	CASE	NORAMCO RT2432-L	\$30.31	1000/CS	KANGAROO R2433K8	NO BID	NO BID	NO BID
10060	BAGS TRASH, 16 X 14 X 36, WHITE, 0.70 MIL TUFF TOTE, 30 GALLON, 200 PER CASE. INTEPLAST MT371XW. PROLINK MT371XW. OR EQUAL TO.	\$16.89	200/CT	NORRST3036LW - Liner, 30 x 36, 20-30 GAL, White, 0.65, CORELESS, star, 200/CS	\$26.66	CS	814876	\$15.30	CASE	NORAMCO RST3036LW	\$18.07	200/CS	PITT MT371XW	NO BID	NO BID	NO BID
10061	BAGS TRASH, 22 X 16 X 58 WHITE, 0.65 MIL TUFF TOTE, 60 GALLON, 100/CASE. INTEPLAST MT601XW. PRO-MT601XW-CS. OR EQUAL TO.	\$17.24	100/CT	NORRST3858LW - Liner, 38 x 58, 55 GAL, White, 0.65, CORELESS, star, 100/CS	\$23.31	cs	814877	\$14.74	CASE	NORAMCO RST3858LW	\$18.12	100/CS	PITT MT601XW	NO BID	NO BID	NO BID
10062	BAGS TRASH, 23 X 10 X 39, WHITE, 0.70 MIL TUFF TOTE, 33 GALLON, 150 PER CASE. (INTEPLAST MT401XW. PROLINK MT401XW) OR EQUAL TO.	\$15.10	150/CT	NORRST3339LW - Liner, 33 x 39, 33 GAL, White, 0.65, CORELESS, star, 150/CS	\$26.66	cs	814876	\$13.98	CASE	NORAMCO RST3339LW	\$17.67	150/CS	BETA VBLH333975W	NO BID	NO BID	NO BID
10063	BAGS TRASH, 23 X 17 X 46 WHITE, 0.75 MIL TUFF TOTE, 45 GALLON, 100 PER CASE. INTEPLAST MT481XW. PROLINK MT481XW. OR EQUAL TO.	\$14.39	100/CT	NORRST4046LW - Liner, 40 x 46, 40-45 GAL, White, 0.65, CORELESS, star, 100/CS	\$32.66	cs	814897	\$12.31	CASE	NORAMCO RST4046LW	\$16.32	1008/CS	BETA VBLH404675	NO BID	NO BID	NO BID
10101	BAGS TRASH 55 GALLON, LIGHT DUTY 1.3 MIL THICKNESS (SUNBELT #PT-1658GY. INTEPLAST EC38581135K) OR EQUAL TO.	\$25.06	100/CT	NORRT-3858-XH - Liner, 38 x 58, 55 GAL, Black, X-Heavy, CORELESS, star, 100/CS	\$38.80	cs	472384	\$26.18	CASE	NORAMCO RPB6171	\$29.34	100/CS	BETA VBLH3858158	NO BID	NO BID	NO BID
10113	BAGS TRASH, 22 X 16 X 58, BLACK, MEDIUM DUTY 1.7 MIL THICKNESS, 60 GALLON, 100 PER CASE. (BWK523, 100/CASE. PROLINK EC385817K) OR EQUAL TO.	\$35.94	100/CT	NORRT-3858-XXH - Liner, 38 x 58, 55 GAL, Black, XX-Heavy, CORELESS, star, 100/CS	\$46.46	cs	814888	\$34.49	CASE	NORAMCO RPB6181	\$33.20	100/CS	BETA VBLH3858178	NO BID	NO BID	NO BID
10116	BAGS TRASH, 23X10X39, BLACK, LIGHT DUTY 1.3 MIL THICKNESS, 33 GALLON, 100 PER CASE. (BOARDWALK BWK516 100/CASE. PROLINK EC385815K) OR EQUAL TO.	\$29.25	200/CT	NORRT3339XH - Liner, 33 x 39, 33 GAL, Black, X-Heavy, CORELESS, star, 200/CS	\$17.61	cs	394138	\$13.90	CASE	NORAMCO RPB4071	\$17.07	100/CS	BETA VBLH333915	NO BID	NO BID	NO BID
10133	PLUNGER FORCE CUP, CUP SIZE 5", HANDLE LENGTH 19", RUBBER WITH WOOD HANDLE, Mfr. Model #1LNK3.	\$4.74	EA	IMP9201 - PLUNGER,PROFESSIONAL	no bid			\$5.70	EACH	BWK09201	\$4.15	1/EA	JANICO 1065	NO BID	NO BID	NO BID
10220	INSECTICIDE ANT + ROACH. (CHASE 433-4106, 12/20 OZ/CS) OR EQUAL TO.	\$66.13	12-20 oz/CT	SPN690300 - CR-2 Roach & Ant Killer EPA Reg. No.10088-92-5741 Net 14 oz.	no bid			\$59.94	CASE	SC JOHNSON RAID 365961	\$54.83	12/200Z/CS	CHASE 4334106	NO BID	NO BID	NO BID

		OSI			STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
10930	RAGS WIPE, ALL WHITE COTTON 50 LBS/BOX STOCK NO. 8543	\$8.07	1 LB/PK	UFSN250CW01 - WIPES,CLOTH CLEANG,16OZ	no bid				NO BID	NO BID			\$81.34	50LB/CS	ANCHOR 30550	NO BID	NO BID	NO BID
11645	TRASH CAN (GREY), TENNIS TIDI-COURT TRASH CANS, CANS ONLY	\$30.32	EA	BWK44GLWRGRA - RECEPTACLE,WASTE, RND,GY	no bid				NO BID	NO BID			\$65.00	1/EA	TIDI-COURT 1295002	NO BID	NO BID	NO BID
11820	TOWELS WYPALL "L40" TOWELS, WHITE, IN A POP UP STYLE BOX, 900/CASE. VENDOR TO PROVIDE KIMBERLY CLARK KC05790, BWKV040CGW, OR EQUAL TO.	\$13.72	200/CT (Dispense r Box)	BWKV040CGW - WIPES,10X12,DRC,CP ROLL,WH	\$81.01	cs	812381		\$113.97	CASE	KCC 05790	900/CS	\$90.74	9/100CS	KC05790	NO BID	NO BID	NO BID
13006	PLATES PLASTIC, DIVIDED DINNER, 10" ROUND, EXTRA HEAVY DUTY. STATE QUANTITY PER CASE. (BOARDWALK BWKPLTHIPS10WH3, 500/CASE) OR EQUAL	\$49.22	500/CT	BWKPLTHIPS10WH3 - PLATE,3 COMPRMTMNT,10",W H	\$53.92	cs	BWKPLTHIPS1 0WH3		\$50.43	CASE			\$38.12	500/CS	DIRECT VBP103	NO BID	NO BID	NO BID
13007	CLEANER MR CLEAN, ALL PURPOSE, 9-24 OZ PER CASE. P&G 82707, 9/24 OZ/CASE. PGC77130, P&G 9/28OZ/CASE, SPARTAN DMQ (GALLON/SPN106204), OR EQUAL TO.	\$42.53	9-28 oz/CT	SPN106204 - Damp mop neutral disinfectant cleaner kills HBV and HCV on inanimate surfaces. EPA Reg. #5741-20.	\$4.63	ea	24588997		NO BID	NO BID			\$22.66	9/28OZ/CS	MR CLEAN 77130	NO BID	NO BID	NO BID
13090	TOWEL SHOP, WHITE ROLL, 475 TOWELS PER ROLL, 12.5" X 13.4" KIMBERLY CLARK #41025. VON DREHLE R941 943' ROLL/CASE. OR EQUAL TO.	\$76.61	1-900/RL	BWKP050JPW - WIPES,JUMBO ROLL,10X13,WH	\$68.82	bx	24459250		\$71.99	CASE			\$59.96	475COUNT/R OLL	KC41025	NO BID	NO BID	NO BID
13155	BOWLS STYROFOAM, 5 OZ. SIZE, 1000 PER CASE. DART DCC5BWWC, 1000/CASE. OR EQUAL TO.	\$21.37	1000/CT	DCC5BWWC - BOWL,5-6OZ,NON-LAM,CNCORD	\$29.89	cs	DCC5BWWC		\$21.62	CASE			\$20.47	1000/CS	DART 5BWWC	NO BID	NO BID	NO BID
13156	CLEANER MR. MUSCLE OVEN, 32 OZ. PUMP SPRAYER, 6-32 OZ. BOTTLES PER CASE **NO SUBSTITUTE** VENDOR TO PROVIDE SPARTAN SPN319403, 12/32 OZ/CS.	\$40.18	12-1 qt/CT	SPN319403 - 12/32 oz./cs. Includes gloves and 3 foam trigger sprayers.	no bid				NO BID	NO BID	CAN'T FIND		\$47.67	12/QT/CS	SPARTAN 319403	NO BID	NO BID	NO BID
13160	NAPKINS DINNER, 4 FOLD, 17" X 17" WHITE. EMPRESS DN171713, 3000/CASE. BWK8307W. OR EQUAL TO.	\$42.95	3000/CT	BWK8307W - NAPKINS,17X17,DINN ER,WH	\$53.72	cs	BWK8307W		\$38.55	CASE		3700 PER CASE	\$48.40	4000/CS	SOUTH VBDN4117W	NO BID	NO BID	NO BID
13161	STYROFOAM PLATES, 10-1/2", NON-COMPARTMENTED, 500 PER CASE. OR EQUAL	\$34.65	500/CT	DCC10PWCR PLATE,FOAM,CNCR D10.25"WHT	no bid				\$42.71	CASE	ECO-PAX		\$31.00	500/CS	DART 10PWC	NO BID	NO BID	NO BID
13162	PLATES STYROFOAM, 9", NON-COMPARTMENTED, 500 PER CASE. GENPAK GNP80900, 500/CASE. OR EQUAL TO.	\$21.70	500/CT	DCC9PWCR - PLATE,FOAM,CONCO RD,9",WHT	no bid				\$21.77	CASE	ECO-PAX		\$17.34	500/CS	TERMOP 691225	NO BID	NO BID	NO BID
13202	PAPER, TOILET, 2 PLY, JUMBO ROLL TISSUE, 3.55" X 2000' ROLL, 6 ROLLS PER CASE, SCOTT/KIMBERLY-CLARK #07827. WINDSOFT WIN203, 6 ROLLS/CASE. OR EQUAL TO.	\$39.93	12- 1000'/CT	WIN202 - TISSUE,TOLT,2PLY,NP RF,JMB	\$22.29	CS	887835		\$78.84	CASE	B7827		\$29.19	6/2000/CS	SOUTH JRT20002	NO BID	NO BID	NO BID
13204	URINAL SCREEN with ENZYMES BLOCK, MANGO ODOR, 10 per BOX. (CHERRY ODOR, DEMOMATIC BY HOSPITAL SPECIALTY). (BOARDWALK BWKNUS, 12/CS) OR EQUAL TO.	\$22.02	12/BX	BWKNUS - SCREEN,URINAL,BLOC K,NPARA	\$21.30	bx	bwknus		\$24.57	CASE	BWKNUS		\$20.54	12/CS	HOSPECO 190112	NO BID	NO BID	NO BID
13323	CIDE BET, DISINFECTANT HOSPITAL TYPE, FOAMING, GERMICIDAL CLEANER, PACKAGED 12 AEROSOL CANS PER CASE, CIDE-BET, BETCO #08723, **NO SUBSTITUTE**	\$69.33	12-20 oz/CT	BET0872300 - DISINFECTANT,FLOR, 19OZ,12	\$69.72	cs	24445423		NO BID	NO BID			\$67.98	12/18OZ/CS	BETCO 8723	NO BID	NO BID	NO BID
13322	DISINFECTANT DEODARANT, HOSPITAL, 12/CASE, GLYBET BETCO #08623, NO SUBSTITUTE.	\$61.09	12-20 oz/CT	BET10862300 - DISINFECTANT,CTR,1 5.5Z,12	\$60.79	cs	24477083		NO BID	NO BID			\$64.42	12/CS	BETCO 08623	NO BID	NO BID	NO BID
13325	CLEANER ANTI-BACTERIAL, 12 QUARTS PER CASE, FIGHT-BAC, BETCO #31112. **NO SUBSTITUTE**	\$52.37	12-1 qt/CT	BET3901200 - DISINFECTANT,FGT BC,12-32	\$46.42	cs	2773495		NO BID	NO BID			\$45.91	12/QT/CS	BETCO 311120	NO BID	NO BID	NO BID
13339	CLEANER, HAND, WIPES, SANI-TUFF HAND CLEANING WIPES, SANI-FRESH/SCOTT/KIMBERLY CLARK #58310, 8/50/CS.	\$79.45	8-50/CT	KCC58310 - WIPES,SANI-TUF HVY DTY	\$93.82	ct	kcc58310		\$86.06	CASE			\$63.45	8/50/CS	KC 58310	NO BID	NO BID	NO BID
13517	CLEANER / DEGREASER SIMPLE GREEN, 55 GALLON DRUM	\$413.70	6-1/CT	SMP13008 - CLEANER,SMPL GRN,55LIQ	no bid				\$469.56	CASE	SMP13008		\$480.00	55GAL	SIMPLE GRN 13008	NO BID	NO BID	NO BID

		OSI			STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, #80790, 16 OZ, 12/CASE	\$60.78	12-16 oz/CT	DIA80790CT - SOAP,LIQUID DIAL160Z PUMP	\$5.47	ea	870957		\$66.77	CASE			\$65.70	12/16OZ/CS	DIAL 80790	NO BID	NO BID	NO BID
13949	TOWELS PAPER, KITCHEN, ROLLS, TOWEL SIZE 11" WIDE X 9" BETWEEN PERFORATIONS, 2 PLY. (BOARDWALK BWK6273 12 ROLLS/CASE) OR EQUAL TO.	\$27.76	12-250/CT	BWK6273 - TOWEL,ROLL,2PLY,12 /250,WH	\$25.88	cs	365376		\$33.28	CASE	EMPRESS 21251		\$21.62	30/85/CS	SOFIDEL VBKT385	NO BID	NO BID	NO BID
14115	CLEANER, WINDOW, (GLASS PLUS OR WINDEX) 12-32 OZ. BOTTLES WITH SPRAYERS PER CASE, **NO SUBSTITUTE** SC JOHNSON SIN695155, 12/32 OZ/CASE. SIN322338 8/32 OZ/CASE	\$35.75	8-32 oz/CT	SIN322338 - CLEANER,WINDEX GLASS,BE	\$40.71	cs	SIN322338		\$31.48	CASE			\$35.72	8/QT/CS	WINDEX SIN322338	NO BID	NO BID	NO BID
15563	SCRUBS IN A BUCKET DYM 42230. (ITW PRO ITW42230CT, 6/30/CASE) OR EQUAL TO.	\$45.20	6-30/CT	ITW42230CT - WIPES,CLEAN,HAND, 30	\$8.31	ea	itw42230		\$54.53	CASE			\$63.45	8/50/CS	KC 58310	NO BID	NO BID	NO BID
15564	SIGN FLOOR FOLDING, "CAUTION WET FLOOR", YELLOW WITH BLACK LETTERS, CONTINENTAL #CM119, RUBBERMAID C112-77, CARLISE #3690904. IMPACT IMP9152W, EACH. OR EQUAL TO.	\$9.42	EA	IMP9152W - SIGN,WET FLR,BILINGL	\$11.76	ea	imp9152w		\$5.28	EACH			\$7.66	1/EA	ABCO WS0001	\$5.75	EA	ACA ENTERPRISES KNUCKLEBUSTER T205
15568	TRASH CAN DOLLY, DOLLY ONLY FOR RUBBERMAID 44 GALLON BRUTE TRASH CAN, RUBBERMAID #2640 OR CONTINENTAL #3255. (IMPACT IMP7704, EACH.) OR EQUAL TO.	\$31.43	EA	IMP7704 - DOLLY,GATOR,PLAS,B K	\$38.27	ea	imp7704		\$37.67	EACH			\$36.00	1/EA	RUBBERMAID FG2640	NO BID	NO BID	NO BID
15573	FLOOR SWEEP OIL ABSORBANT, OIL DRI, SACK WEIGHT 50LBS OIL DRI BROWN BAG, OIL DRI #01050	\$0.00	0		no bid				NO BID	NO BID			\$10.14	50LB BAG	OIL DRY 01050	NO BID	NO BID	NO BID
15713	LARGE TRASH BAGS, BAGS TRASH 22 X 16 X 58 60 GALLON CLEAR, 1.7 MIL, 100 PER CASE. (NOVOLEX 17658WKR) OR EQUAL TO.	\$39.77	100/CT	NORRST3858X1C - Liner, 38 x 58, 55 GAL, Clear, 1.5, CORELESS, star, 100/CS	\$49.38	ct	847292		NO BID	NO BID			\$33.20	100/CS	BETA VBLH3858178	NO BID	NO BID	NO BID
15746	DEODORIZER ODOR COUNTERACTANT ODOR ELIMINATOR CONCENTRATED EUCALYPTUS SCENT. 1-GALLON JUGS PACKAGED 4-1 GALLONS/CASE ODOBAN #911061-G4 (OR) ODOBAN ODO911062-G4.	\$48.02	4-1 gal/CT	ODO911062G4 - FRESHENER,ODR ELIM,EUCLYP	\$39.67	cs	odo911062-G4		\$72.45	CASE	NCL ETERNITY		\$56.12	4/1GAL/CS	FRESH 105GF4M04	NO BID	NO BID	NO BID
15919	WIPES, BLEACH FREE, DISINFECTANT, CLOTH, 7" X 8", 35 WIPES PER 12 CANISTERS PER CASE. CLOROX #01593. BOARDWALK 454W75. OR EQUAL TO.	\$25.17	6-75/CT	BWK454W75 - DISINFECTANT,WIPE, FS,75CT	\$21.07	cs	bwk454W75		\$23.03	CASE			\$24.00	6/75/CS	ESSITY 192804	NO BID	NO BID	NO BID
15947	PLATES, PAPER 6" WHITE, UNCOATED, UNDIVIDED/NON-COMPARTMENTALIZED. 1000/CASE	\$17.12	1000/CT	AJMP6PAJKWH - PLATE,PPR,UNCTD,6, 1000WH	no bid				\$21.57	CASE			\$12.66	1000/CS	PLASTIRUN 6S1M	NO BID	NO BID	NO BID
15970	DEODORANT, AEROSOL, REFILL CLEAN & FRESH, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-2502 TMCA 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042771, 12/CASE.	\$74.11	12/CT	TMS1042771 - REFILL,TIMMST CLN&FRSH,12	\$78.92	cs	tms1042771		\$79.95	CASE			\$40.54	12/7OZ/CS	CLAIRE C00444	NO BID	NO BID	NO BID
15971	DEODORANT, AEROSOL, REFILL, CINNAMON, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. TIME MIST TMS1042746 12/CASE. OR EQUAL TO.	\$74.00	12/CT	TMS1042746 - REFILL,TIMMST,FRS HNR,CIN	\$81.07	CS	TMS1042746		\$79.95	CASE			\$40.54	12/7OZ/CS	CLAIRE CL122	NO BID	NO BID	NO BID
15972	DEODORANT, AEROSOL, REFILL, CITRUS, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. VENDOR TO PROVIDE TIME MIST TMS1042781, 12/CASE.	\$74.04	12/CT	TMS1042781 - REFILL,TIMMST,CITRUS	\$79.46	cs	TMS1042781		\$79.95	CASE			\$40.54	12/7OZ/CS	CLAIRE C00445	NO BID	NO BID	NO BID
15973	DEODORANT, AEROSOL, REFILL, MANGO, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST TMS1042781 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042810 12/CASE.	\$73.92	12/CT	TMS1042810 - REFILL,LTEMST,NATV E MANGO	\$81.07	CS	TMS1042810		\$79.95	CASE			\$40.54	12/7OZ/CS	CLAIRE C00446	NO BID	NO BID	NO BID
15974	DEODORANT, AEROSOL, REFILL, LAVENDER LEMONADE, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-5327 TMCAPT 12/CASE. TIME MIST TMS1042757, 12/CASE. OR EQUAL TO.	\$73.95	12/CT	TMS1042757 - REFILL,TIMMST, LAVENDER	\$81.07	CS	TMS1042757		\$79.95	CASE			\$40.54	12/7OZ/CS	CLAIRE CL104	NO BID	NO BID	NO BID

		OSI				STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
15975	DISPENSER, AIR FRAGRANCING, AUTOMATIC, FULL SIZE, 30 DAY REFILL LIFE, USES 2 "C" CELL BATTERIES, TIME MIST MODEL 32-1111TM, **NO SUBS** VENDOR TO PROVIDE TIME MIST 1047717, EACH.	\$20.85	EA		TMS1047717 - DISPENSER,TIMMST, WH	\$21.98	CS	TMS1047717		\$25.05	EACH			\$21.00	1/EA	CLAIRE CL7	NO BID	NO BID	NO BID
15976	BOWLS, STYROFOAM, 12 OZ., 1000 CASE. GENPAK82100. OR EQUAL TO.	\$25.37	1000/CT		DCC12BWWCR - BOWL,FOM10-12OZ,125PK,WHT	\$39.79	cs	894638		\$27.08	CASE			\$25.15	1000/CS	DART 12BWWC	NO BID	NO BID	NO BID
16039	BROOM AS SPECIFIED: BROOM THAT STORES INSIDE DUST PAN AND CLIPS TO HANDLE (FITS INSIDE OPEN-LID PAN AND LOCKS IN AN UPRIGHT POSITION). OVERALL DIMENSIONS: 40.25"H X 12.00"W X 3.25"D. Libman Broom with Dustpan, Model # 00919. Libman Commercial 919 Lobby Dust Pan and Broom Set (Open Lid), Black/Red. (UNGER-UNGEDPBR- INCLUDES CLIP-ON LOBBY BROOM AND DUST PAN.) OR EQUAL TO.	\$55.91	EA		UNGEDPBR - DUSTPAN,W/BROOM ,BK	\$55.51	ea	2717286		NO BID	NO BID			\$23.91	1/EA	CFS 36141503	NO BID	NO BID	NO BID
16093	HAND SANITIZER, 4 OZ SQUEEZE BOTTLE, CLEAR COLOR, (24 EACH PER CASE), PURELL #9651-24-B5P00, OR GRAINGER #20W448. **NO SUBS**	\$52.77	24-4 oz/CT		GOJ965124 - SANITIZER,HANDPUR EL 4OZ	\$54.94	cs	GOJ965124		\$58.46	CASE			\$33.36	24/4OZ/CS	KUTOL KU5635	NO BID	NO BID	NO BID
16094	HAND SANITIZER, 8 OZ PUMP BOTTLE, 12/CASE, COLOR CLEAR, PURELL #9652, HOJ365912CT 12-12OZ/CT, OR EQUAL TO.	\$50.76	12-12 oz/CT		GOJ365912CT - SANITIZER,PURELL,OR GL,CLR	\$49.86	CS	375469		NO BID	NO BID	ITEM DISCONTINUED BY PURELL		NO BID			NO BID	NO BID	NO BID
16263	BAND-AIDS 1", BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, **NO SUBS**	\$9.07	100/BX		JOJ4444 - BANDAGES,1X3,FABRI C100/BX	NO BID				\$0.00				\$10.52	50/BOX	CURITY 44101	NO BID	NO BID	NO BID
17091	TOWELS PAPER, WHITE ROLL, 8" X 800 FT ROLL DIAMETER, 1.5" CORE DIAMETER, MUST FIT KIMBERLY CLARK 09746 DISPENSERS, 800' PER ROLL, 12 ROLLS/CASE. KIMBERLY CLARK 01040 OR EQUAL. VENDOR TO PROVIDE MORCON MORW6800 6 ROLLS/CASE.	\$30.68	6-800'/CT		MORW6800 - TOWEL,HARD RL,7.87",1PLY	\$30.26	cs	MORW6800		\$36.99	CASE	MARCAL 880-B		\$30.40	6/800/CS	SOFIDEL VBR7800W	NO BID	NO BID	NO BID
17279	SOAP, FOAM, REFRESH MOISTURIZING 800 ML REFILL, 6/CASE. STOKO 29932 6/800ML/CS. **NO SUB**	\$0.00	0			NO BID				NO BID	NO BID			\$0.00	NB		NO BID	NO BID	NO BID
17339	GLOVES, DISPOSABLE LATEX, LIGHTLY POWDERED, THICKNESS 5 MIS, LENGTH 9.25", COLOR NATURAL, SIZE MED, 100/BX, ANSELL 69-318.	\$4.82	100/BX		BWK345MCT - GLOVES,LATEX,PF,M, NT,1K	\$9.38	BX	24545245		NO BID	NO BID			\$29.80	1000/CS	BLUELAB 62323PFM	NO BID	NO BID	NO BID
17340	BROOM, PUSH WITH HANDLE FOR INSIDE FLOORS ABCO BH 11004 AND ABCO 01104. (BOARDWALK OSIPSHBRM2460, EACH.) OR EQUAL TO.	\$14.53	EA		OSIPSHBRM2460 - PUSH BROOM, 24" (BWK20124) & HANDLE (BWK122)	\$20.11	SET	24420789 & 24420781		\$2.92	EACH	THREADED HANDLE		\$13.67	1/EA	ABCO BH11004	NO BID	NO BID	NO BID
17341	SOAP-REFILL, HAND SOAP (KLEENEX), FOAM SKIN CLEANSER, CASSETTE, PINK, 1200ML 2/CASE, KCC 91592, 6/800ML/CS. **NO SUBS**	\$40.23	2-1200 mL/CT		KCC91592 - SOAP,KLNK LUX FOAM SKCLNS	\$37.98	CS	845661		\$44.10	CASE			\$37.64	2/1200ML/CS	KC91592	NO BID	NO BID	NO BID
17342	HANDS FREE SOAP DISPENSER FOR #17341, DISPENSER SOAP, FOAM, TOUCHLESS ELECTRONIC CASSETTE, 1200ML KCC 92148. EACH. **NO SUBS**	\$45.83	EA		KCC32504 - DISPENSER,SKIN CARE,BK	NO BID				NO BID	NO BID			\$0.02	1/EA	KC92148	NO BID	NO BID	NO BID
17356	TOWELS, PAPER, HARD ROLL 7.5" X 1150', CORE SIZE 1.75", WHITE 6 ROLLS/CASE KC25702.	\$111.76	6-1150'/CT		KCC25702 - TOWEL,SCOTT,HI CAP,1PLY	\$83.29	CS	181001		\$111.55	CASE			\$89.38	6/1150/CS	KC25702	NO BID	NO BID	NO BID
17357	BAGS TRASH, 40 X 46 BLACK, MEDIUM DUTY 1.7 MIL, 40-45 GALLON, TO FIT RUBBERMAID 40 GALLON SQUARE TRASH CONTAINER 100/CASE PROLINK TK46UH OR EQUAL. (BOARDWALK #BWK521) OR EQUAL TO.	\$30.01	100/CT		NORRT-4047-XXH - Liner, 40 x 46, 40-45 GAL, Black, XX-Heavy, CORELESS, star, 100/CS	\$32.59	CS	bwk521		\$19.00	CASE	RPGB4671 NORAMCO		\$31.60	100/CS	BETA VBLH4346188	NO BID	NO BID	NO BID
17360	PAPER TOILET, 2 PLY WHITE, CORELESS KC 04007, 36 ROLLS/CASE. VENDOR TO PROVIDE KIMBERLY CLARK 04007 36 ROLLS/CASE. **NO SUBSTITUTE**	\$73.19	36-1000/CT		KCC04007 - TISSUE,CORLS2PLY,10 00SHRL	\$57.86	CS	812375		\$68.53	CASE			\$61.13	36/CS	KC04007	NO BID	NO BID	NO BID

		OSI				STAPLES				BAY PAPER				IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
17373	CLEANER, FLOOR, CITRUS SCENT, NON-ALKALINE, 4 GALLONS/CASE DIVERSEY STRIDE N00668. (SPARTAN SPN301604, 4/1 GAL/CASE) OR EQUAL TO.	\$28.38	4-1 gal/CT	SPN301604 - Floor cleaner concentrate for maintenance of high gloss finishes. No rinsing needed.		\$28.08	CS	915237		\$34.00	CASE	NCL IMAGE		\$33.42	4/1GAL/CS	DIVERSEY 03904	NO BID	NO BID	NO BID
17375	BAGS TRASH, 55-60 GALLON, HEAVY DUTY 3 MIL BLACK 40/CASE. (NOVOLEX K76632K 40/CASE) (PROLINK CB6030XK) OR EQUAL TO.	\$10.92	20/CT	NORTUFF20 - Liner, 33 x 48, 55-60 GAL, Black, 3, CORELESS, star, 20/CS		\$58.50	cs	24387033		NO BID	NO BID			\$36.15	500/CS	BETA 61882BP	NO BID	NO BID	NO BID
17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	\$78.81	12-160/CT	NICP13872 - WIPES,HAND SANIT,CLOTH,12		\$77.27	ct	1179570		\$80.29	CASE	NICP3872		\$153.67	12/160CT/CS	DIVERSEY 4599516	NO BID	NO BID	NO BID
17997	BAGS TRASH 65 GALLON, STEEL TUFF 1.7 MIL. 44Ww X 55h (PROLINK EC445517K 100/CASE) OR EQUAL TO.	\$37.81	100/CT	NORRSB505115B - Liner, 50 x 51, 65 GAL, Black, 1.5, CORELESS, star, 100/CS		\$66.09	ct	24555253		NO BID	NO BID			\$52.31	100/CS	HERITAGE X8856WK	NO BID	NO BID	NO BID
18018	TOWELS, WYPALL "L40", 10" X 10.8" WHITE, IN A POP-UP STYLE BOX. KIMBERLY CLARK 3046 9-90/CS. OR EQUAL TO.	\$13.72	200/CT (Dispense r Box)	BWKV040CGW-WIPES,10X11.5,DRC,C P,200		\$58.66	ct	812373		NO BID				\$64.12	9/90/CS	KC 03046	NO BID	NO BID	NO BID
18300	PAPER TOILET, JUNIOR JUMBO 9" ROLLS 2-PLAY, BOARDWALK #BWK410320 SCOTT #KCC07805	\$22.94	12/CT	BWK410320-TISSUE,TT,JUMBO,2P LY		\$19.06	cs	bwk410320		\$25.32	CASE	MARCAL JRT02		\$24.69	12/1000/CS	MARCAL VBJT2100	NO BID	NO BID	NO BID
18309	SOAP TIDE DETERGENT, FLOOR CLEANER, P&G PGC02364 TIDE FLOOR CLEANER 36LB/BOX PER CARTON	129.26	36#/EA	PGC02364 - CLEANER,TIDE,FLOOR ,36# BX		NO BID				\$129.14	BOX			\$112.66	36LB/BX	TIDE 23644	NO BID	NO BID	NO BID
	2 IN 1 SQUEEGEE PUSH BROOM; MODEL Quickie #635SU	\$25.03	EA	QCK6355U - BROOM,PUSH,24",2I N1,SQGEE		\$26.65	ea	2837105		NO BID				\$17.98	1/EA	CFS 3619014	NO BID	NO BID	NO BID
	32 oz SPRAY BOTTLE 96/CS OFF-SET NECK	\$1.29	EA	OSIBTLTRIG32 - QT BTL (BWK00032) & TRIGGER (BWK58109)		NO BID				NO BID	NO BID			\$0.68	1/EA	JANICO 1132	NO BID	NO BID	NO BID
	DEODORANTS, ROOM, ALL TYPES, SPRAY PAK AIR FRESHENER WITH ORDENONE, CLEAN FRESH FRAGRANCE, 12/15 OZ CANS. (#H158G2, #CH-433-41113-CS) OR EQUAL TO.	\$41.18	12-20/CT	SPN601900 - Odor neutralizer for strong, complex malodors such as smoke, urine and mildew. Fresh lavender fragrance.		NO BID				NO BID	NO BID			\$45.34	12/100Z/CS	CLAIRE CL165	NO BID	NO BID	NO BID
	BLACK, CORELESS ROLL, PLASTIC TRASH BAGS, 96 GAL CAPACITY, APPROX SIZE 52" WD, 75" HT, 2 MIL THICK, 50 PK (TOUGH GUY-6FWH8) OR EQUAL TO.	\$42.26	50/CT	NORRSB57752B - Liner, 57 x 75, 90-96 GAL, Black, 2, CORELESS, star, 100/CS		NO BID				NO BID	NO BID			\$83.46	50/CS	HERITAGE K1475QK	NO BID	NO BID	NO BID
	SPONGE, HEAVY-DUTY SCRUB, 4 1/2 X 2 7/10 X 3/5, GREEN/YELLOW, 20/CASE (SCOTCH-BRITE ITEM# 426 OR EQUIVALENT)	\$16.17	20/CT	BWK174 - SPONGE,MED DTY,SCRUB,GN		\$5.29	pk/6	959797		\$39.69	CASE		8/5/CS	\$11.95	20/CS	3M VB74MSS	NO BID	NO BID	NO BID
	BAGS TRASH, 61864BP, 4455GY1.6, 44x55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS	\$41.86	100/CT	NORRSB445516B - Liner, 44 x 55, 56 GAL, Black, 1.6, CORELESS, star, 100/CS		\$58.77	CS	366697		NO BID	NO BID			\$32.27	100/CS	BETA VBLH445515B	NO BID	NO BID	NO BID
	TRAFFIC MASTER, BLACK, 24"x36", FIBER AND RUBBER COMMERCIAL DOOR MAT, Helps absorb water and scrape dirt/debris off shoes, Weather resistant indoor/outdoor use, Stays securely in place with slip-resistant backing. Model #60-885-1907-20000300. OR EQUAL.	\$20.20	EA	MLLPARQUET2X3 - MAT,SCRAPER,PARQT ,2X3		NO BID				\$27.25	EACH	MLLEGDFB 020304		\$19.98	1/EA	TRAFFIC MASTER 60/885/1907/200 000300	NO BID	NO BID	NO BID
	PROCTOR AND GAMBLE DAWN ULTRA PLATINUM POWERWASH DISHWASHER DETERGENT LIQUID, FRESH SCENT, 16 oz., (52366). OR EQUAL.	\$0.00	EA			\$5.04	ea	24528370		\$7.47	EACH	PGC52366		\$28.03	6/16OZ/CS	DAWN 12301	NO BID	NO BID	NO BID

		OSI			STAPLES			BAY PAPER			IMPERIAL DADE			PEBBLES LLC DBA ACA ENTERPRISES		
COMMERCIAL WINDOW SQUEEGEE, POLYETHYLENE BLADE, 8" BLADE WD., ALUMINUM FRAME, 6PK. (Mfg. Model 791506) OR EQUAL.	\$4.60	EA	BWK824 - SQUEEGEE,8"HD,21" HNDLE	NO BID				NO BID	NO BID		\$3.84	1/EA	ABCO BH 15006	NO BID	NO BID	NO BID
MALLORY SQUEEGEE BUCKET: LENGTH 12" x WIDTH 9" x DEPTH 8 3/4" x DIAMETER 9". 2 GALLON BUCKET CAPACITY, PLASTIC, BLACK. (Mfg. MODEL: 864 BLACK) OR EQUAL.	\$18.95	0	UNGOB12B - BUCKET,WINDOW,3 GALLON	NO BID				NO BID	NO BID		\$21.02	1/EA	MALLORY 864	NO BID	NO BID	NO BID
KITCHEN LINERS, BWK1DK100, DRAWSTRING KITCHEN BAGS, 13 gal. 0.8 mil, WHITE, 50 BAGS/ROLL, 2 ROLLS/CARTON	\$13.97	2-50/CT	BWK1DK100 - BAG,DRWSTRNG,KTC HN,13G,WH	\$10.44	cs	bwk1dk100		\$12.57	CASE		\$26.51	300/CS	PITT DT12GALW	NO BID	NO BID	NO BID
GARBAGE BAG LINERS, HERK1475QK, LINEAR LOW-DENSITY CAN LINERS, 90-96 gal, 2 mil, 57 x 75, BLACK, 50/CARTON.	\$42.26	50/CT	NORRSB57752B - Liner, 57 x 75, 90-96 GAL, Black, 2, CORELESS, star, 100/CS	\$81.04	CT	1075841		NO BID	NO BID		\$83.46	50/CS	HERITAGE K1475QK	NO BID	NO BID	NO BID
CloroxPro Clorox Disinfecting Wipes, Lemon Fresh, 75 Count. Manufacturer Part No: 15948.	\$0.00	0		\$5.79	ea	616321		\$35.87	CASE	6/CASE	\$24.00	6/75/CS	ESSITY 192804	NO BID	NO BID	NO BID
CloroxPro Clean-Up Disinfectant Cleaner with Bleach Refill, 128 Ounces (35420). Manufacturer Part No: CLO35420. UNSPSC: 47131803	\$47.64	4-GAL/CT	CLO35420CT - CLEANER,W/BLEACH, 128OZ	\$12.23	ea	638236		\$49.66	CASE	CLO35420C T 4/CS	\$53.08	4/1GAL/CS	CLOROX 35420	NO BID	NO BID	NO BID
CloroxPro Clean-Up Disinfectant Cleaner with Bleach Spray, 32 Ounces (35417). Manufacturer Part No: CLO35417. UNSPSC: 47131805	\$47.87	9-32/CT	CLO35417CT - CLEANER,CLEAN-UP,W/BLCH	\$5.74	ea	453739		\$43.23	CASE		\$53.83	9/QT/CS	CLOROX 35417	NO BID	NO BID	NO BID
Dawn Ultra Liquid Dish Soap with Sponge, Original Scent, 19.4 oz., 4/Carton (89271). Manufacturer Part No: 89271. UNSPSC: 47131810	\$0.00	0		\$0.00				NO BID			\$19.66	12/7.5/CS	DAWN 208285	NO BID	NO BID	NO BID
Scotch-3M, Brite Heavy Duty Scouring Pad, Green, 12/Pack. Manufacturer Part No: MMM86. UNSPSC: 47131502	\$5.97	15/CT	BWK186 - PAD,SCOUR,H-DTY,6 X 9,GN	\$21.52	pk	812857		\$25.18	PACK		\$19.03	12/BX	3M 863MB	NO BID	NO BID	NO BID
BRUTE CONTAINER SQAURE DOLLY, 250LB CAPACITY 17.25 X 6.25 BK, ITEM: RCP3530.	\$84.29	EA	RCP3530 - DOLLY,SQ BRUTE 28,40,50G	\$79.68	EA	1138220		\$84.68	EACH		\$80.45	1/EA	RM RCP3530	NO BID	NO BID	NO BID
NATURAL HOG HAIR BURNISHING PADS, 20" DIAMETER, TAN, 5/C/S, ITEM: BWK4020NHE.	\$18.27	5/CT	BWK4020NHE - PAD,HIGH SPD,20",XTRA,NL	\$21.74	CT	BWK4020NHE		\$22.11	CASE		\$13.10	5/CS	3M 3700N	NO BID	NO BID	NO BID
AMBITEX N5201 Series Nitrile Food Service Gloves, Large, Disposable, Blue, 100/Box. Manufacturer Part No: NLG5201. Manufacturer Name: Tradex. UNSPSC: 46181504	\$4.54	100/BX	BWK380LBXA - GLOVES,DSP NITR,LG,100,BE	\$9.16	BX	24556342		NO BID			\$25.34	1000/CS	YT SOURCING BLVINYLGP	NO BID	NO BID	NO BID
Coastwide Professional 8" Lobby Broom, Gray (CW58001), Manufacturer Part No: CW61069CC/5800. UNSPSC: 47131604.	\$3.93	EA	BWK951TEA - BROOM,TOY/LOBBY, CORN,39" L	\$5.00	ea	24420005		\$4.93	EACH	P36960-EA PERFORMANCE PLUS	\$3.83	1/EA	ABCO BR10016	NO BID	NO BID	NO BID
DISPENSER FOR TOILET SEAT COVERS, DISPENSER TO FIT SEAT COVER BWK K5000	\$20.30	2/BX	BWKKD100 - DISPENSER,TOILETST CVR,WH	\$33.10	CT	BWKK5000B		\$21.02	EACH	BWKKD100	\$15.74	1/EA	HOSPECO HG1S	NO BID	NO BID	NO BID
TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND TRASH CAN WITH LID AND DOLLY.	\$122.31	EA	OSICAN32BLUSET - TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND (RCP263273BE), LID (RCP263100BE), AND DOLLY (RCP264000BK).	\$235.65	SET	936597/84835 1		NO BID	NO BID		\$81.18	1/EA	RM 2631	NO BID	NO BID	NO BID
44x55 1.6 mil DK GRAY 56 GALLON LINER 100/CASE. (ITEM #61864BP, 44X55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS) OR EQUAL.	\$41.86	100/CT	NORRSB445516B - Liner, 44 x 55, 56 GAL, Black, 1.6, CORELESS, star, 100/CS	\$28.35	cs	500994		NO BID	NO BID		\$52.31	100/CS	HERITAGE X8856WK	NO BID	NO BID	NO BID
BWKHURACAN40, POWDER LAUNDRY DETERGENT, 40LB/PAIL, FRESH LEMON	\$26.43	40 LB/PL	BWKHURACAN40 - SOAP,LAUNDRY, PWDR 40#,WE	\$38.19	EA	BWKHURACAN 40		\$21.12	PAIL		\$26.40	40LB	BWKHURACAN40	NO BID	NO BID	NO BID
BWK340LP, POWDER LAUNDRY DETERGENT, 18 LB/PAIL, CRISP CLEAN SCENT	\$21.98	18 LB/PL	BWK340LP - DETERGENT,LAUNDR Y,HE,PWDR	\$27.69	EA	BWK340LP		\$25.04	PAIL		\$25.27	25LB	MIDLAB409900	NO BID	NO BID	NO BID

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: en Buyer: 004

Please quote the lowest price at which you will furnish the articles listed below

DATE 12/19/2024	BID NO. 5924	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
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This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, January 16, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	JANITORIAL SUPPLIES The City of Mobile requests bids for the following items as per attached RFQ. Pricing shall remain firm until 20TH JUNE 2025. At the option of the City and the successful Vendor, the award may be extended for three (3) additional six (6) month periods. Quote pricing & quote units as specified on the attached RFQ. <u>On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.</u> All substitutions must be indicated on the RFQ document near the description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item. If vendor states a vendor item number that item must also state manufacturers make and model number. Failure to indicate this will be entered as a no bid on that item. It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours. Samples will not be returned to the vendor. Page 1 of 3					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within ____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount ____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of_____

Page 573 of 1013

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Be sure to sign and return this page including the terms and conditions on the reverse of page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Remember to return this original bid sheet signed along with the RFQ. THIS BID WILL BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

NOTICE TO BIDDERS:

YOUR BID WILL BE REJECTED, IF YOU DO ANY OF THE FOLLOWING:

- Do not indicate substitutions.
- Do not provide literature and specifications on substitutions.
- Do not indicate packaging on substitutions.
- Use your In-House Stock Numbers only. Be sure to list Manufacturer's Names and Stock Numbers.
- The City will not accept In-House or Private Label Brands.
- If you make a substitution, you must state manufacturer, packaging, and provide literature and specifications. Failure to provide the above will cause your bid to be rejected.
- All literature and specifications must accompany your bid. The City will NOT call if you do not provide the information and your bid will be rejected.
- Make sure that the packaging you are quoting matches the packaging in the description. If not, state your packaging.

Due to the problems associated with substitution of products:

- The City will decide what is equal.
- Substitution of Name brands i.e., 409, Mr. Clean, etc. will not be allowed.
- Packaging must be stated: oz/can/case, etc.
- Assume all previously submitted literature is no longer on file.
- Literature not included with product bid will cause rejection.

SPECIAL NOTE:

- **If your pricing and descriptions are handwritten, they must be legible. If the City is unable to determine what the price is and/or what product you are bidding, the City reserves the right to reject your bid. The City will not call to clarify pricing and/or description of the product bid.**

NOTE:

- **DUE TO CHANGES IN PACKAGING OF TRASH BAG INDUSTRY, THE CITY WILL ADJUST THE CASE PACKS AS NEEDED. BID YOUR STANDARD PACKAGING.**

NOTE:

- **PRIVATE LABELS ON IN-HOUSE BRANDS ARE THOSE PRODUCTS THAT ARE PACKAGED, LABELED, AND SOLD BY YOUR COMPANY ONLY AND ARE NOT AVAILABLE FOR SALE BY OTHER COMPANIES. THE CITY OF MOBILE DOES NOT ACCEPT THESE JANITORIAL PRODUCTS.**

NOTE:

- **BIDDERS SHALL HAVE A PLACE OF BUSINESS WITHIN 20 MILES OF THE CITY LIMITS OF CITY OF MOBILE TO ALLOW PICK-UP OF PRODUCTS AS NEEDED.**

CITY OF MOBILE CONTRACTED ITEM LIST - FREQUENTLY ORDERED

LINE #	ITEM	DESCRIPTION	PRICE	UOM	ITEM
1	1329	BAGS TRASH, 15 X 9 X 32, WHITE, 0.35 MIL, 16 GALLON, 500 BAGS PER CASE. (BOARDWALK BWK2432EXH, 500/CS. PRO-MT331XW-CS) OR EQUAL TO.			
2	2781	DEGREASER BETCO ULTRA 2000 #1 3604. (SPARTAN SPN203804 4/1 GAL/CS) OR EQUAL TO.			
3	5068	BUFFING PADS, PADS BUFFING, 20" RED. (BOARDWALK BWK4020RED, 5/CS) OR EQUAL TO.			
4	5076	BUFFING PADS, PADS BUFFING/POLISHING, 17", NATURAL HAIR, JACKAROO BRAND. (BOARDWALK BWK4017NAT, 5/CASE) OR EQUAL TO.			
5	5142	COFFEE STIRRER. BWKSTRU 525B10			
6	5231	TRASH BAGS, 12-16 GALLON 24 X 32 PB2432LR 500 P/CASE. (BWK2432EXH) OR EQUAL TO.			
7	5328	JANITOR CART, CART UTILITY, VINYL, CAPACITY 500 LBS. SIZE 25 7/8 X 45 1/4, BEIGE, RUBBERMAID 4520-88			
8	6947	HAND SANITIZER, CLEANER SANITIZER, HAND, WATERLESS, 4 OZ PLASTIC BOTTLE, HILL MANUFACTURING "SKIN SANITIZER", #3178-24, (24 BOTTLES/CASE).			
9	6990	SOAP, DISHWASHING LIQUID, JOY, PROFESSIONAL, 38 OZ. SIZE, P & G 45114, OR DAWN 45112 8/38 OZ. CASE **NO SUBS**			
10	6991	DEODORANT, URINAL BLOCKS, DEODORANT BLOCKS, PLAIN (NO WIRE). (BOARDWALK BWKU03CT, 12/CASE) OR EQUAL TO.			
11	6992	LAVA SOAP BARS, SOAP LAVA HAND SOAP 48 / 4OZ, BARS / CASE. WD 40/LAVA WSF10383.			
12	6993	MOPS WET, 18 OZ., #2289			
13	6994	MOPS 32 OZ., WET MOP M-32 #2063. PACKAGES OF 6 MOPS. (BOARDWALK BWK132C) (ABCO CD50032) OR EQUAL TO.			
14	6995	60" CLIP-ON DUST MOP HANDLE, WOOD, 12/CS			
15	6996	DUST MOP HEADS, MOP HEADS ONLY FOR DUST MOPS, 36"X5", O'DELL M365CH, EACH. OR EQUAL TO.			
16	6999	BOTTLE SPRAY WITH TRIGGER SPRAYER, QUART SIZE PLASTIC BOTTLE. BOARDWALK BWK00032/BWK58109 PAIR. OR EQUAL TO.			
17	7001	CLEANER, BOWL, 12 QT/CS. STATE MANUFACTURER AND PACKAGING. (BETCO REST STOP 07012-00, 12 QT/CASE. SPN711603) OR EQUAL TO.			
18	7003	COMET CLEANER, CLEANSER COMET, 24-21 OZ PER CASE. COMET P&G PGC32987CT, 24/21 OZ/CASE.			
19	7004	BOWL BLOCK, DEODORANT BLOCK W/HANGER LR, 42R OR EQUAL, 4 1/2 OZ. CUP. (BOARDWALK BWKB04BX 12/CS) OR EQUAL TO.			
20	7005	CLEANER, 409, SPRAY BOTTLES, 12-32 OZ. PER CASE, 12 SPRAYERS PER CASE, **NO SUBSTITUTE**			
21	7006	409 CLEANER, CLEANER REFILL FOR 409, 4-1 GALLON PER CASE. **NO SUBSTITUTIONS**			
22	7008	PINE OIL, 12-28 OZ PER CASE. (CLOROX CLO40187, 12/28 OZ/CASE) OR EQUAL TO.			
23	7009	PINE OIL (AMONO PINE) 4-1 GAL / CASE.			
24	7012	PADS SOS, 12-15/CS. CLOROX CLO88320CT, 180/CASE. OR EQUAL TO.			
25	7015	SOAP LAUNDRY, TIDE DETERGENT, P&G 2-143 OZ/CT, PGC85006CT.			
26	7016	HAND SOAP, KUTOL, PURE POWDER 10-15 LBS/CASE. (DIAL DIA2561 CT, 10/5LB/CASE.) OR EQUAL			
27	7017	HAND SOAP (4 - 1 GALLON), ANTISEPTIC, 4-1 GAL PER CASE. (BOARDWALK BWK410CT, 4/1 GAL/CASE) OR EQUAL TO.			

28	7021	DISINFECTANT SPRAY, LYSOL 12-18 OZ PER CASE. (SPN607600, 12/32 OZ/CASE), (CHASE 433-4104 12/20 OZ/CASE) OR EQUAL TO.			
29	7024	INSECTICIDES WASP + HORNET SKIDDO 12-18 OZ PER CASE. (SPARTAN SPN682000, 12/20 OZ/CS) (CHASE 433-4108 12/20 OZ/CASE) OR EQUAL TO.			
30	7028	CLEANER SHIMMER STAINLESS STEEL CLEANER, (BOARDWALK BWK 347 ACT 12-18 OZ/CS) OR EQUAL TO.			
31	7033	DUST MOP TREATMENT, MOP, DUST MOP TREATMENT 12-16 OZ / CASE. (CHASE 5152, 12/20 OZ/CS) OR EQUAL TO.			
32	7034	FLOOR SWEEP, OIL ABSORBENT, MAXIMUM SACK WEIGHT 40 LB. OIL DRI BRAND OR EQUAL.			
33	7038	HOUSE HOLD BROOMS, BROOM NATURAL CORN JANITOR BROOM #26, 5 STITCH, 12" SWEEP FACE. (BWKBR10002) OR EQUAL TO.			
34	7039	BROOM #B28 JANITORIAL, #2033. DOZEN. (O'DELL B10001/ BWKBR10002 DOZEN) OR EQUAL TO.			
35	7040	BOWL BRUSH, BRUSH #4533 TOILET BOWL. EACH. (BOARDWALK BWK00160, EACH. CWZ24418471.) OR EQUAL TO.			
36	7042	MOP 24 OZ. RAYON MOP HEAD LAY FLAT #2407			
37	7043	MOP 32 OZ. RAYON MOP HEAD LAY FLAT #2408. (BOARDWALK BWK732R) OR EQUAL TO.			
38	7044	MOP TOILET BOWL. BOARDWALK BWK00160, EACH. OR EQUAL TO.			
39	7047	DUST PAN, #2005, RUBBERMAID. IMPACT IMP4212, EACH. OR EQUAL TO.			
40	7048	DUST PAN WITH HANDLE, DUST PAN, LOBBY, #2007, RUBBERMAID. (IMPACT IMP2600 EACH) OR EQUAL TO.			
41	7050	POLISH, FURNITURE, JOHNSON LEMON SHINE-UP, 12-16 OZ PER CASE. (SPARTAN SPN611000, 12/20 OZ/CS. CHASE 433-4109) OR EQUAL TO.			
42	7053	TRASH CAN, 44 GALLON, NO LID, NO CASTERS, DESIGNED FOR RUBBERMAID CASTERS, GRAY COLOR RUBBERMAID #2643 OR CONTINENTAL #4444. (BOARDWALK BWK44GLWRGRA, EACH) OR EQUAL TO.			
43	7066	SPONGES 2" X 6" (APPROX.) 24/2. (BOARDWALK BWKCS2, 24/CASE.) OR EQUAL TO.			
44	7067	CLEANSER AJAX, 24-21 OZ. CANS /CASE. CLOROX CPC14278CT.			
45	7068	DISINFECTANT, BALL-PHENE SPRAY, DISINFECTANT SPARTAN STERI-PHENE 12-15 OZ. PER CS. (SPARTAN SPN608100, 12/20 OZ/CASE), (CHASE 433-4104) OR EQUAL TO.			
46	7085	CLEANER, FLOOR, HARDWOOD, BONA CLEANER REFILL **NO SUBS**			
47	7087	DISINFECTANT LYSOL II FRESH SCENT SPRAY (12/18 OZ./CS). (CHASE 4334104, 12/20 OZ/CASE) OR EQUAL TO.			
48	7096	CLEANER OVEN, MR. MUSCLE, AEROSOL (6-19 OZ/CS) NO SUBSTITUTE. VENDOR TO PROVIDE DIVERSY DVOCBD991206, 6/19 OZ/CASE.			
49	7103	MOP HEAD, 24 OZ. COTTON, LAY FLAT, SCREW ON.			
50	7104	MOPHEAD HANDLE, FOR LAY FLAT MOP. ABCO 60" SCREW ON HANDLE, EACH. OR EQUAL TO.			
51	7112	SOAP, KLEENEX LIQUID HAND SOAP WITH MOISTURIZERS (91552), PINK, FLORAL SCENT, 1.0L, 6 BOTTLES / CASE 1000 ML. CAPACITY, PINK FOAM. VENDOR TO PROVIDE KIMBERLY CLARK KCC91552CT, 6/1000 ML/CASE.			

52	7115	BUCKET MOP, 35 QUART, COMBO BUCKET AND WRINGER, YELLOW, 3" CASTERS RUBBERMAID FG757788YEL, (CONTINENTAL 335-312YW), (IMPACT IMP7Y26363Y), OR EQUAL.			
53	7116	CLEANSER SPIC + SPAN, 12-27 OZ PER CASE, POWDERED CLEANSER. VENDOR TO PROVIDE P&G PGC31973CT, 12/27 OZ/ CASE.			
54	7118	WAX, FLOOR, JOHNSON COMPLETE OR EQUAL, 5 GALLON PAIL. (SPARTAN SPN404505, 5/GAL/CS) OR EQUAL TO.			
55	7131	BUCKET MOP, 44 QUART, COMBO PACK WITH WRINGER, BUCKET OT HAVE 3" WHEELS, WRINGER TO BE DOWNWARD PRESS TYPE, CONSIST OF RUBBERMAID BUCKET #6118-88 AND WRINGER #612, RUBBERMAID COMBO PACK #6134. (RUBBERMAID 757688, EACH) OR EQUAL			
56	7133	DISPENSER FOR SCOTT #181 MULTIFOLD PAPER TOWELS, PLASTIC DISPENSER, SCOTT #998 (SAN JAMAR SJMT1790TBK) OR EQUAL.			
57	7140	TRASH CAN, 32 GALLON, RUBBERMAID #FG2632. BWK32GLWRGRA			
58	7163	TRASH CAN, LID, DOME TOP WITH SWING DOOR, TO FIT RUBBERMAID 44 GALLON CONTAINERS { CITY COMMODITY #16213} GRAY IN COLOR , THIS LID WILL ALSO FIT 55 GALLON DRUMS, RUBBERMAID #2647. VENDOR TO PROVIDE RUBR MAID RCP264788GRA, EACH.			
59	7168	SANITARY NAPKIN DISPOSAL BAGS STATE MFG + PACKAGING PER CASE. ROCHESTER MIDLAND 25025088, 500/CASE., HOSPECO HS6141			
60	7173	CLEANER WINDOW, REFILL (GLASS PLUS OR WINDEX) 4-1 GALLON/CASE, **NO SUBSTITUTE** (SC JOHNSON SJN696503, 4/1 GAL/CASE).			
61	7177	DISINFECTANT KROWN DUAL BOWL CLEANER (NABC BATHROOM CLEANER -REST STOP), CLEANER BOWL, NON-ACID, BETCO 07912, 12-32 OZ/CASE. (SPARTAN SPN711603, 12/32 OZ/CASE) OR EQUAL TO.			
62	7179	SOAP DIAL LIQUID HAND, 7.5 OZ, PUMP BOTTLE, 12-7.5 OZ PER CASE DIAL #84014. VENDOR TO PROVIDE DIAL 84014CT, 12/7.5 OZ/CASE.			
63	7194	SQUEEGEE FLOOR 18" WITH HANDLE. (UNGER OSIFLRSQG18, EACH) OR EQUAL TO.			
64	7198	DISPENSER ROLL TOWEL FLIP DOWN SMOKE COVER SCOTT #9746.			
65	7211	FLOOR STRIPPER, STRIPPER FLOOR, BETCO EXTREME ULTRA #19404. (SPARTAN 008404, 4/1/GAL/CS) OR EQUAL TO.			
66	7212	TOILET SEAT COVER DISPENSERS, DISPENSER TOILET SEAT COVER, UNIVERSAL TYPE, SCOTT/ KIMBERLY-CLARK TOILET SEAT DISPENSER #09506 **{ The city purchases Scott/Kimberly-clark #7410 toilet seat covers}*. VENDOR TO PROVIDE BOARDWALK BWKKD100, EACH.			
67	7214	DUST MOP FRAME/WITH HANDLE, DUST MOP FRAME WITH HANDLE, FRAME SIZE 5 X 36. (BOARDWALK BWK1436, EACH) OR EQUAL TO.			
68	7218	DEODORIZER GENERAL PURPOSE, DEODORANT CONCENTRATE, 4/1 GAL/CS. SPARTAN AIRLIFT #302204 **NO SUBSTITUTIONS**			
69	7239	TIME MIST MODEL 32-1111 TM DISPENSER			
70	7252	BLEACH, CLOROX, 6-96 OZ PER CASE. **NO SUBSTITUTE**			
71	7253	BLEACH GENERIC, 6-96 OZ PER CASE GALLON/CS, STATE MANUFACTURER + STOCK #. (KIK KIK11006755042, 6/1 GAL/CS) OR EQUAL TO.			
72	9369	MILDEW REMOVER, TILEX, 12EA. 16OZ SPRAY BOTTLES /CASE. (SPARTAN SPN711003, 12/16 OZ/CASE) OR EQUAL TO.			
73	9632	TOWELS, PAPER, MULTI-FOLD, 9x9, SCOTT 180 (01804), (SOFIDEL 410164 4000/CASE), OR EQUAL.			

74	9633	TOWELS, PAPER, HARD ROLL 8" X 800' BROWN, 2" CORE, 6 ROLLS/CASE KC32848. 6/CASE. MORCON MORR6800 6 ROLLS/CASE. OR EQUAL TO.			
75	9634	CUPS STYROFOAM, 6 OZ. (FOR COFFEE) (NT6, W6 DART OR EQUAL), 1000/CS. VENDOR TO PROVIDE DART DCC6J6, 1000/CS.			
76	9635	CONE CUPS, CUPS WATER, CONE (LILY 4 1/2 LR, 42R OR EQUAL) 4 1/2 OZ. CUP. (KONIE KC145KR, 5000/CS) OR EQUAL TO.			
77	9636	TOWELS, PAPER, BROWN ROLL, CORE SIZE 1.5", 8" X 800' SCOTT #04142 OR EQUAL. VENDOR TO PROVIDE MORCON MORR6800, 6 ROLLS/CASE.			
78	9637	TOWELS, PAPER, C-FOLD 10.125" X 13.15", 1 PLY, 2400 TOWELS/CASE, KC 01510, NO SUBS.			
79	9638	TOWELS SHOP, WYPALL, BLUE, KIMBERLY CLARK 05776, 12-1/2" X 12", 56 SHEETS/PKG, 12PKG/CASE. VENDOR TO PROVIDE BERK DRC3500B-4, 902/CASE.			
80	9640	TOILET PAPER - SMALL ROLL / 100PER, PAPER TOILET, 1 PLY, KC25626 VENDOR TO PROVIDE VONDREHLE 5501, 96 ROLLS/1000 SHEETS/ CASE.			
81	9641	DRINKING CUPS *WATER FOUNTAIN CUPS*, 7 OZ. WAXED PAPER COLD DRINK, 2000/CASE.			
82	9644	PLASTIC WRAP, 12X2000' ROLL. BOARDWALK BWK7202.			
83	9656	FOIL ALUMINUM, 24" X 1000'. REYNOLDS RFP627, 24 X 1000 ROLL. OR EQUAL TO.			
84	9658	PAPER, TOILET, 2 PLY, KC#04460. 96 ROLLS TO A BOX. (BOARDWALK BWK6145 96 ROLLS/CASE) OR EQUAL TO.			
85	9661	KNIVES PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWKN, 1000/CS. OR EQUAL TO.			
86	9662	SPOONS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). (GEN GENHYWIWS, 1000/CS) OR EQUAL TO.			
87	9663	FORKS PLASTIC, HEAVY DUTY, INDIVIDUALLY WRAPPED (1000/CS). GEN GENHYWIWF, 1000/CASE. OR EQUAL TO.			
88	9667	NAPKINS COCKTAIL, PACKAGED 4000 PER CASE. GEN, GENCOCKTAILNAPW, 4000/CASE. OR EQUAL TO.			
89	9669	CUPS, 10 OZ INSULATED FOAM CUPS 10J10.			
90	9670	PAPER GROCERY BAGS, 8 1/4 X 5 5/16 X 16 1/8". #20 KRAFT, QTY: 5 BUNDLES			
91	9671	COVER TOILET SEAT, PAPER, SCOTT/KIMBERLY-CLARK #7410. **{MUST FIT SCOTT #9526 SEAT COVER DISPENSERS IN USE IN THE CITY}** VENDOR TO PROVIDE BOARDWALK BWKK5000b, 5000/CASE.			
92	9673	TOWELS WYP-ALL, #05701. 12.5" X 12", WHITE. KC 05701. OR EQUAL TO.			
93	9678	PLATES STYROFOAM 6" (1000/CS). DART DCC6PWCR, 1000/CASE. OR EQUAL TO.			
94	9684	TRAYS STYROFOAM, 3 SECTION CARRY OUT, WITH LIDS, ** STATE YOUR PACKAGING PER CASE ** .			
95	9686	CUPS, PLASTIC, 12 OZ, 100/PK, BOARDWALK			
96	9690	CUPS, CLEAR PLASTIC, 7 oz size, 100/SLEEVE.			
97	9693	CUPS, STYROFOAM, 12oz, 1000/CS SCOTT #V2-12C. VENDOR TO PROVIDE DART DCC12J12, 1000/CS.			
98	9695	CUPS PLASTIC, 12 OZ., TRANSLUCENT, 1000/CASE SOLO #M22. BOARDWALK BWKTRANSCUP12CT, 1000/CASE. OR EQUAL TO.			
99	9698	TOWELS WYPALL, SIZE 10" X 13.2", CENTER-PULL ROLL, WHITE. 200 SHEETS PER ROLL, 2 ROLLS/CASE, SCOTT #05796. NO SUBS.			
100	9709	Toilet Paper Roll, Scott Essential, Jumbo Core, 1 Ply, 12/CT, JUNIOR JUMBO ROLLS, KIMBERLY CLARK #07223. (BOARDWALK BWK6101) OR EQUAL TO.			

101	9796	SOAP ANTI BACTERIAL MANUFACTURED BY SOFTSOAP 64 OZ. SIZE. (COLGATE PALMOLIVE CPC45993) OR EQUAL TO.			
102	10057	BAGS TRASH, 15" X 9" X 23", BLACK, 0.35 MIL, 8-10 GALLON, 1000 PER CASE. (NOVOLEX H4021RC 1000 PER CASE) OR EQUAL TO.			
103	10059	BAGS, TRASH, SMALL, 15 X 9 X 32, BLACK, 0.35 MIL, 16 GALLON, 1000 BAGS PER CASE. (INTEPLAST B73310DXK 1000 BAGS PER CASE) OR EQUAL TO.			
104	10060	BAGS TRASH, 16 X 14 X 36, WHITE, 0.70 MIL TUFF TOTE, 30 GALLON, 200 PER CASE. INTEPLAST MT371XW. PROLINK MT371XW. OR EQUAL TO.			
105	10061	BAGS TRASH, 22 X 16 X 58 WHITE, 0.65 MIL TUFF TOTE, 60 GALLON, 100/CASE. INTEPLAST MT601XW. PRO-MT601XW-CS. OR EQUAL TO.			
106	10062	BAGS TRASH, 23 X 10 X 39, WHITE, 0.70 MIL TUFF TOTE, 33 GALLON, 150 PER CASE. (INTEPLAST MT401XW. PROLINK MT401XW) OR EQUAL TO.			
107	10063	BAGS TRASH, 23 X 17 X 46 WHITE, 0.75 MIL TUFF TOTE, 45 GALLON, 100 PER CASE. INTEPLAST MT481WX. PROLINK MT481XW. OR EQUAL TO.			
108	10101	BAGS TRASH 55 GALLON, LIGHT DUTY 1.3 MIL THICKNESS (SUNBELT #PT-1658GY. INTEPLAST EC38581135K) OR EQUAL TO.			
109	10113	BAGS TRASH, 22 X 16 X 58, BLACK, MEDIUM DUTY 1.7 MIL THICKNESS, 60 GALLON, 100 PER CASE. (BWK523, 100/CASE. PROLINK EC385817K) OR EQUAL TO.			
110	10116	BAGS TRASH, 23X10X39, BLACK, LIGHT DUTY 1.3 MIL THICKNESS, 33 GALLON, 100 PER CASE. (BOARDWALK BWK516 100/CASE. PROLINK EC385815K) OR EQUAL TO.			
111	10133	PLUNGER FORCE CUP, CUP SIZE 5", HANDLE LENGTH 19", RUBBER WITH WOOD HANDLE, Mfr. Model #1LNK3.			
112	10220	INSECTICIDE ANT + ROACH. (CHASE 433-4106, 12/20 OZ/CS) OR EQUAL TO.			
113	10930	RAGS WIPE, ALL WHITE COTTON 50 LBS/BOX STOCK NO. 8543			
114	11645	TRASH CAN (GREY), TENNIS TIDI-COURT TRASH CANS, CANS ONLY			
115	11820	TOWELS WYPALL "L40" TOWELS, WHITE, IN A POP UP STYLE BOX, 900/CASE. VENDOR TO PROVIDE KIMBERLY CLARK KC05790.			
116	13006	PLATES PLASTIC, DIVIDED DINNER, 10" ROUND, EXTRA HEAVY DUTY. STATE QUANTITY PER CASE. (BOARDWALK BWKPLTHIPS10WH3, 500/CASE) OR EQUAL.			
117	13007	CLEANER MR CLEAN, ALL PURPOSE, 9-24 OZ PER CASE. P&G 82707, 9/24 OZ/CASE. PGC77130, P&G 9/28OZ/CASE			
118	13090	TOWEL SHOP, WHITE ROLL, 475 TOWELS PER ROLL, 12.5" X 13.4" KIMBERLY CLARK #41025. VON DREHLE R941 943' ROLL/CASE. OR EQUAL TO.			
119	13155	BOWLS STYROFOAM, 5 OZ. SIZE, 1000 PER CASE. DART DCC5BWWC, 1000/CASE. OR EQUAL TO.			
120	13156	CLEANER MR. MUSCLE OVEN, 32 OZ. PUMP SPRAYER, 6-32 OZ. BOTTLES PER CASE **NO SUBSTITUTE** VENDOR TO PROVIDE SPARTAN SPN319403, 12/32 OZ/CS. .			
121	13160	NAPKINS DINNER, 4 FOLD, 17" X 17" WHITE. EMPRESS DN171713, 3000/CASE. BWK8307W. OR EQUAL TO.			
122	13161	STYROFOAM PLATES, 10-1/2", NON-COMPARTMENTED, 500 PER CASE. OR EQUAL			
123	13162	PLATES STYROFOAM, 9", NON-COMPARTMENTED, 500 PER CASE. GENPAK GNP80900, 500/CASE. OR EQUAL TO.			

124	13202	PAPER, TOILET, 2 PLY, JUMBO ROLL TISSUE, 3.55" X 2000' ROLL, 6 ROLLS PER CASE, SCOTT/KIMBERLY-CLARK #07827. WINDSOFT WIN203, 6 ROLLS/CASE. OR EQUAL TO.			
125	13204	URINAL SCREEN with ENZYMES BLOCK, MANGO ODOR, 10 per BOX. (CHERRY ODOR, DEMOMATIC BY HOSPITAL SPECIALTY). (BOARDWALK BWKNUS, 12/CS) OR EQUAL TO.			
126	13323	CIDE BET, DISINFECTANT HOSPITAL TYPE, FOAMING, GERMICIDAL CLEANER, PACKAGED 12 AEROSOL CANS PER CASE, CIDE-BET, BETCO #08723, **NO SUBSTITUTE**			
127	13322	DISINFECTANT DEODARANT, HOSPITAL, 12/CASE, GLYBET BETCO #08623, NO SUBSTITUTE.			
128	13325	CLEANER ANTI-BACTERIAL, 12 QUARTS PER CASE, FIGHT-BAC, BETCO #31112. **NO SUBSTITUTE**			
129	13339	CLEANER, HAND, WIPES, SANI-TUFF HAND CLEANING WIPES, SANI-FRESH/SCOTT/KIMBERLY CLARK #58310, 8/50/CS.			
130	13517	CLEANER / DEGREASER SIMPLE GREEN, 55 GALLON DRUM			
131	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, #80790, 16 OZ., 12/CASE			
132	13949	TOWELS PAPER, KITCHEN, ROLLS, TOWEL SIZE 11" WIDE X 9" BETWEEN PERFORATIONS, 2 PLY. (BOARDWALK BWK6273 12 ROLLS/CASE) OR EQUAL TO.			
133	14115	CLEANER, WINDOW, (GLASS PLUS OR WINDEX) 12-32 OZ. BOTTLES WITH SPRAYERS PER CASE, **NO SUBSTITUTE** SC JOHNSON SJN695155, 12/32 OZ/CASE. SJN322338 8/32 OZ/CASE			
134	15563	SCRUBS IN A BUCKET DYM 42230. (ITW PRO ITW4223OCT, 6/30/CASE) OR EQUAL TO.			
135	15564	SIGN FLOOR FOLDING, "CAUTION WET FLOOR", YELLOW WITH BLACK LETTERS, CONTINENTAL #CM119, RUBBERMAID C112-77, CARLISLE #3690904. IMPACT IMP9152W, EACH. OR EQUAL TO.			
136	15568	TRASH CAN DOLLY, DOLLY ONLY FOR RUBBERMAID 44 GALLON BRUTE TRASH CAN, RUBBERMAID #2640 OR CONTINENTAL #3255. (IMPACT IMP7704, EACH.) OR EQUAL TO.			
137	15573	FLOOR SWEEP OIL ABSORBANT, OIL DRI, SACK WEIGHT 50LBS OIL DRI BROWN BAG, OIL DRI #01050			
138	15713	LARGE TRASH BAGS, BAGS TRASH 22 X 16 X 58 60 GALLON CLEAR, 1.7 MIL, 100 PER CASE. (NOVOLEX 17658WKR) OR EQUAL TO.			
139	15746	CONCENTRATED EUCALYPTUS SCENT. 1-GALLON JUGS PACKAGED 4-1 GALLONS/CASE ODOBAN #911061-G4 (OR) ODOBAN ODO911062-G4.			
140	15919	PER 12 CANISTERS PER CASE. CLOROX #01593. BOARDWALK 454W75. OR EQUAL TO.			
141	15947	PLATES, PAPER 6" WHITE, UNCOASTED, UNDIVIDED/NON-COMPARTMENTALIZED. 1000/CASE			
142	15970	DEODORANT, AEROSOL, REFILL CLEAN & FRESH, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-2502 TMCA 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042771, 12/CASE.			
143	15971	DEODORANT, AEROSOL, REFILL, CINNAMON, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. TIME MIST TMS1042746 12/CASE. OR EQUAL TO.			
144	15972	DEODORANT, AEROSOL, REFILL, CITRUS, FOR USE WITH TIME MIST MODEL 32-1111 TM DISPENSER. VENDOR TO PROVIDE TIME MIST TMS1042781, 12/CASE.			
145	15973	DEODORANT, AEROSOL, REFILL, MANGO, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST TMS1042781 12/CASE. VENDOR TO PROVIDE TIME MIST TMS1042810 12/CASE.			
146	15974	DEODORANT, AEROSOL, REFILL, LAVENDER LEMONADE, FOR USE WITH TIME MIST MODEL 32-1111TM DISPENSER TIME MIST MODEL 33-5327 TMCAPT 12/CASE. TIME MIST TMS1042757, 12/CASE. OR EQUAL TO.			

147	15975	DISPENSER, AIR FRAGRANCING, AUTOMATIC, FULL SIZE, 30 DAY REFILL LIFE, USES 2 "C" CELL BATTERIES, TIME MIST MODEL 32-1111TM, **NO SUBS** VENDOR TO PROVIDE TIME MIST 1047717, EACH.		
148	15976	BOWLS, STYROFOAM, 12 OZ., 1000 CASE, GENPAK82100. OR EQUAL TO.		
149	16039	BROOM AS SPECIFIED: BROOM THAT STORES INSIDE DUST PAN AND CLIPS TO HANDLE (FITS INSIDE OPEN-LID PAN AND LOCKS IN AN UPRIGHT POSITION). OVERALL DIMENSIONS: 40.25"H X 12.00"W X 3.25"D. Libman Broom with Dustpan, Model # 00919. Libman Commercial 919 Lobby Dust Pan and Broom Set (Open Lid), Black/Red. (UNGER- UNGEDPBR- INCLUDES CLIP-ON LOBBY BROOM AND DUST PAN.) OR EQUAL TO.		
150	16093	HAND SANITIZER, 4 OZ SQUEEZE BOTTLE, CLEAR COLOR, (24 EACH PER CASE), PURELL #9651-24-B5P00, OR GRAINGER #20W448. **NO SUBS**		
151	16094	HAND SANITIZER, 8 OZ PUMP BOTTLE, 12/CASE, COLOR CLEAR, PURELL #9652 **NO SUBS**		
152	16263	BAND-AIDS 1", BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, **NO SUBS**		
153	17091	TOWELS PAPER, WHITE ROLL, 8" X 800 FT ROLL DIAMETER, 1.5" CORE DIAMETER, MUST FIT KIMBERLY CLARK 09746 DISPENSERS, 800' PER ROLL, 12 ROLLS/CASE. KIMBERLY CLARK 01040 OR EQUAL. VENDOR TO PROVIDE MORCON MORW6800 6 ROLLS/CASE.		
154	17279	SOAP, FOAM, REFRESH MOISTURIZING 800 ML REFILL, 6/CASE. STOKO 29932 6/800ML/CS. **NO SUB**		
155	17339	GLOVES, DISPOSABLE LATEX, LIGHTLY POWDERED, THICKNESS 5 MIS, LENGTH 9.25", COLOR NATURAL, SIZE MED, 100/BX, ANSELL 69-318.		
156	17340	BROOM, PUSH WITH HANDLE FOR INSIDE FLOORS ABCO BH 11004 AND ABCO 01104. (BOARDWALK OSIPSHBRM2460,		
157	17341	SOAP-REFILL, HAND SOAP (KLEENEX), FOAM SKIN CLEANSER, CASSETTE, PINK, 1200ML 2/CASE, KCC 91592, 6/800ML/CS. **NO SUBS**		
158	17342	HANDS FREE SOAP DISPENSER FOR # 17341, DISPENSER SOAP, FOAM, TOUCHLESS ELECTRONIC CASSETTE, 1200ML KCC 92148. EACH. **NO SUBS**		
159	17356	TOWELS, PAPER, HARD ROLL 7.5" X 1150', CORE SIZE 1.75", WHITE 6 ROLLS/CASE KC25702.		
160	17357	BAGS TRASH, 40 X 46 BLACK, MEDIUM DUTY 1.7 MIL., 40-45 GALLON, TO FIT RUBBERMAID 40 GALLON SQUARE TRASH CONTAINER 100/CASE PROLINK TK46UH OR EQUAL. (BOARDWALK #BWK521) OR EQUAL TO.		
161	17360	ROLLS/CASE. VENDOR TO PROVIDE KIMBERLY CLARK 04007 36 ROLLS/CASE. **NO SUBSTITUTE**		
162	17373	CLEANER, FLOOR, CITRUS SCENT, NON-ALKALINE, 4 GALLONS/CASE DIVERSEY STRIDE N00668. (SPARTAN SPN301604, 4/1 GAL/CASE) OR EQUAL TO.		
163	17375	BAGS TRASH, 55-60 GALLON, HEAVY DUTY 3 MIL BLACK 40/CASE. (NOVOLEX K7663ZK 40/CASE) (PROLINK CB6030XK) OR EQUAL TO.		
164	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.		
165	17997	BAGS TRASH 65 GALLON, STEEL TUFF 1.7 MIL. 44Ww X 55h (PROLINK EC445517K 100/CASE) OR EQUAL TO.		
166	18018	TOWELS, WYPALL "L40", 10" X 10.8" WHITE, IN A POP-UP STYLE BOX. KIMBERLY CLARK 3046 9-90/CS. OR EQUAL TO.		
167	18300	PAPER TOILET, JUNIOR JUMBO 9" ROLLS 2-PLAY, BOARDWALK #BWK410320 SCOTT #KCC07805		
168	18309	SOAP TIDE DETERGENT, FLOOR CLEANER, P&G PGC02364 TIDE FLOOR CLEANER 36LB/BOX PER CARTON		
169		2 IN 1 SQUEEGEE PUSH BROOM; MODEL Quickie #635SU		
170		32 oz SPRAY BOTTLE 96/CS OFF-SET NECK		

171		DEODORANTS, ROOM, ALL TYPES, SPRAY PAK AIR FRESHENER WITH ORDENONE, CLEAN FRESH FRAGRANCE, 12/15 OZ CANS. (#H158G2, #CH-433-41113-CS) OR EQUAL TO.			
172		BLACK, CORELESS ROLL, PLASTIC TRASH BAGS, 96 GAL CAPACITY, APPROX SIZE 52 " WD, 75" HT, 2 MIL THICK, 50 PK (TOUGH GUY-6FWH8) OR EQUAL TO.			
173		SPONGE, HEAVY-DUTY SCRUB, 4 1/2 X 2 7/10 X 3/5, GREEN/YELLOW, 20/CASE (SCOTCH-BRITE ITEM# 426 OR EQUIVALENT)			
174		BAGS TRASH, 61864BP, 4455GY1.6, 44x55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS			
175		TRAFFIC MASTER, BLACK, 24"x36", FIBER AND RUBBER COMMERCIAL DOOR MAT, Helps absorb water and scrape dirt/debris off shoes, Weather resistant indoor/outdoor use, Stays securely in place with slip-resistant backing. Model #60-885-1907-20000300. OR EQUAL.			
176		PROCTOR AND GAMBLE DAWN ULTRA PLATUNUM POWERWASH DISHWASHER DETERGENT LIQUID, FRESH SCENT, 16 oz., (52366). OR EQUAL.			
177		COMMERCIAL WINDOW SQUEEGEE, POLYETHYLENE BLADE, 8" BLADE WD., ALUMINUM FRAME, 6PK. (Mfg. Model 791506) OR EQUAL.			
178		MALLORY SQUEEGEE BUCKET: LENGTH 12" x WIDTH 9" x DEPTH 8 3/4" x DIAMETER 9". 2 GALLON BUCKET CAPACITY. PLASTIC, BLACK. (Mfg. MODEL: 864 BLACK) OR EQUAL.			
179		KITCHEN LINERS, BWK1DK100, DRAWSTRING KITCHEN BAGS, 13 gal, 0.8 mil, WHITE, 50 BAGS/ROLL, 2 ROLLS/CARTON			
180		GARBAGE BAG LINERS, HERK1475QK, LINEAR LOW-DENSITY CAN LINERS, 90-96 gal, 2 mil, 57 x 75, BLACK, 50/CARTON.			
181		CloroxPro Clorox Disinfecting Wipes, Lemon Fresh, 75 Count. Manufacturer Part No: 15948.			
182		CloroxPro Clean-Up Disinfectant Cleaner with Bleach Refill, 128 Ounces (35420). Manufacturer Part No: CLO35420. UNSPSC: 47131803			
183		CloroxPro Clean-Up Disinfectant Cleaner with Bleach Spray, 32 Ounces (35417). Manufacturer Part No: CLO35417. UNSPSC: 47131805			
184		Dawn Ultra Liquid Dish Soap with Sponge, Original Scent, 19.4 oz., 4/Carton (89271). Manufacturer Part No: 89271. UNSPSC: 47131810			
185		Scotch-3M, Brite Heavy Duty Scouring Pad, Green, 12/Pack. Manufacturer Part No: MMM86. UNSPSC: 47131502			
186		BRUTE CONTAINER SQUARE DOLLY, 250LB CAPACITY 17.25 X 6.25 BK, ITEM: RCP3530.			
187		NATURAL HOG HAIR BURNISHING PADS, 20" DIAMETER, TAN, 5/C/S, ITEM: BWK4020NHE.			
188		AMBITEX N5201 Series Nitrile Food Service Gloves, Large, Disposable, Blue, 100/Box. Manufacturer Part No: NLG5201. Manufacturer Name: Tradex. UNSPSC: 46181504			
189		Coastwide Professional 8" Lobby Broom, Gray (CW58001), Manufacturer Part No: CW61069CC/5800. UNSPSC: 47131604.			
190		DISPENSER FOR TOILET SEAT COVERS, DISPENSER TO FIT SEAT COVER BWK K5000			
191		TRASH CAN, RUBBERMAID BRUTE 32 GALLON BLUE ROUND TRASH CAN WITH LID AND DOLLY.			
192		44x55 1.6 mil DK GRAY 56 GALLON LINER 100/CASE. (ITEM #61864BP, 44X55, 1.6 MIL, DK GRAY, 56 GAL LINER, 100/CS) OR EQUAL.			
193		BWKHURACAN40, POWDER LAUNDRY DETERGENT, 40LB/PAIL, FRESH LEMON			
194		BWK340LP, POWDER LAUNDRY DETERGENT, 18 LB/PAIL, CRISP CLEAN SCENT			



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Arcadis U.S. Inc for one Currux Vision traffic intersection video detection system for Traffic Engineering.

Amount of Contract:

\$17,263.36

Funding Source

General fund.

ATTACHMENTS:

1. 20250131 Arcadis Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Arcadis U.S. Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Arcadis U.S. Inc for one Currux Vision traffic intersection
video detection system for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,263.36

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3191</u>	2025	(2060) TRAFFIC ENGINEERING	CURRUX VISION TRAFFIC INTERSECTION VIDEO DETECTION SYSTEM FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT, AL STATE CONTRACT)	\$17,263.36	<u>(297773)</u> <u>ARCADIS U.S. INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00003191-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
ARCADIS U.S. INC.
630 PLAZA DRIVE

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

HIGHLANDS RANCH, CO 80129

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Tel#504-648-3616

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----
Date Ordered	Vendor Number
	Date Required
	Ship Via
	Terms
	Department
-----	-----
01/29/25	297773
	TRAFFIC ENGINEERING
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

AS PER THE STATE OF ALABAMA MASTER AGREEMENT MA 220000000043-999-1 AND YOUR QUOTE			
001 VEHICLE DETECTION (MAJOR MATERIALS)(COST PLUS)	1.00	17263.36000	17263.36
	EACH		

1 1000.40.20.3005.2060.3005.0000.0000.44020.	17263.36
--	----------

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	17263.36
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		
	17263.36	972765.95
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Capital Tractor, Inc for one Kubota L4802HST tractor with accessories for MPD mounted unit.

Amount of Contract:

\$38,670.26

Funding Source

General fund.

ATTACHMENTS:

1. 20250206 Kubota Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 11 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 Capital Tractor, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Capital Tractor, Inc for one Kubota L4802HST tractor with accessories for MPD mounted unit.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$38,670.26

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>507</u>	2025	(1530) POLICE ADMIN SERVICES	KUBOTA L4802HST TRACTOR WITH ACCESSORIES FOR MPD MOUNTED UNIT (AL STATE CONTRACT)	\$38,670.26	<u>(293637)</u> <u>CAPITAL</u> <u>TRACTOR INC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org ===== Vendor CAPITAL TRACTOR INC 1498 FURNACE STREET MONTGOMERY, AL 36104 Tel#3342640086	Requisition 00000507-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47010. Review: Buyer: Status: Approved ===== Ship To POLICE MOUNTED UNIT 6160 GASTON LOOP RD WEST GRAND BAY, AL 36541 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG Deliver To POLICE MOUNTED UNIT 6160 GASTON LOOP RD WEST GRAND BAY, AL 36541
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Page 1

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	293637				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	QUOTE:2786590			
001	SOURCEWELL KUBOTA L SERIES L4802HST DIESEL ENGINE MODEL#V2403-CR-E4-LB1 TIER 4 FINAL ENGINE COMMON RAIL DIRECT INJECTION W/DIESEL PARTICULATE FILTER ELECTRONIC THROTTLE 4 CYL. 148.5 CU IN PLUS 46.0 NET ENG HP PLUS 40.5 PTO HP @2600 ENG RPM 12V, 600A CCA CHARGING OUTPUT 40 AMPS DUAL AIR CLEANER ELEMENT HYDRAULICS OPEN CENTER TANDEM PUMPS GEAR TYPE 7.8 GPM REMOTE/3 PT HITCH 4.7 GPM FOR POWER STEERING 13.5 TOTAL GPM CAT I 3-POINT HITCH AT LIFT POINT 2870 LB 24" BEHIND 2320 LB FRONT AXLE HYDROSTATIC POWER STEERING BEVEL GEAR, CAST IRON TREAD SPACING, NONADJUSTABLE DRIVE TRAIN SYNCHRO SHUTTLE WITH SLIDING GEAR SHIFT TRANSMISSION 8 FORWARD SPEEDS 8 REVERSE SPEEDS MULTIPLE WET DISC BRAKES CLUTCH - DRY TYPE SINGLE STAGE DIFFERENTIAL LOCK REAR AXLE - SPUR GEAR DASH INSTRUMENTS TACHOMETER FUEL GAUGE TEMPERATURE	1.00 EACH	38670.26000	38670.26

Bill To	Requisition 0000507-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor
CAPITAL TRACTOR INC
1498 FURNACE STREET

Ship To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

MONTGOMERY, AL 36104

GRAND BAY, AL 36541
CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#3342640086

Deliver To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	293637				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	GAUGE LCD DISPLAY FOR HOUR METER			
	AND WARNING MESSAGES FLUID			
	CAPACITY FUEL TANK 13.5 GAL			
	COOLING SYSTEM 6.9 QTS CRANKCASE 8.			
	7 QTS TRANSMISSION AND HYDRAULICS			
	10.6 GAL FRONT AXLE 6.9 QTS			
	DIMENSIONS OVERALL HEIGHT W/ROPS			
	91.7 OVERALL LENGTH W/3PT 127.4			
	WHEEL BASE 72.8 CROP CLEARANCE 16.			
	1 POWER TAKE OFF LIVE INDEPENDENT			
	HYDRAULIC PTO W/ HYDRAULIC CLUTCH			
	540 RMP REAR PTO - 1 SPEED SPEED			
	-540 @ 2475 ENG RPM SAE STD 1 3/8"			
	SIX SPLINE SAFETY EQUIPMENT			
	FOLDABLE ROPS W/RETRACTABLE SEAT			
	BELT PTO SHIELD SAFETY START			
	SWITCHES TURN SIGNALS/HAZARD			
	LIGHTS MECHANICAL WET DISC BRAKES			
	PARKING BRAKES SMV SIGN ELECTRIC			
	KEY SHUT-OFF PARKING BRAKE			
	INDICATOR ON DASH OPERATOR			
	PRESENCE CONTROL SYSTEM OPERATOR			
	STATION COLOR-CODED CONTROL WIDE			
	PLATFORM STEPS HIGH BACK SEAT WITH			
	ADJUSTABLE SUSPENSION W/WATER			
	DRAIN HOLE TOOL BOX CUP HOLDER			
	LEFT HAND FENDER GRIP DEFAULT TO			
	AUTO REGEN: W/PARKED AND INHIBIT			
	BUTTONS FOR DPF SELECTED TIRES			
	SUB1425 F-TIRE TITAN 10-16.5 R4			
	TL2 R-TIRE TITAN 17.5L - 24 R4 TL2			

Bill To	Requisition 0000507-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3

Vendor
CAPITAL TRACTOR INC
1498 FURNACE STREET

Ship To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

MONTGOMERY, AL 36104

GRAND BAY, AL 36541
CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#3342640086

Deliver To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	293637				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
(1)	1ST POSITION LEVER KIT			
L7221B	1ST POSITION LEVER KIT (1)			
	SPRING CENTER VALVE SECTION			
L7231A	SPRING CENTER VALVE SECTION			
(1)	2ND POSITION LEVER KIT			
L8562C	2ND POSITION LEVER KIT (1)			
	DOUBLE ACTING VALVE FOR MX			
L8303	DOUBLE ACTING VALVE FOR MX			
(1)	FRONT LOADER W/GRILL GUARD/QC			
LA766	FRONT LOADER W/GRILL			
	GUARD/QC (1) 72" Q.A. SQUARE BACK			
	BUCKET L2291-72" Q.A. SQUARE BACK			
	BUCKET (1) BRUSH GUARD KIT			
L2259	BRUSH GUARD KIT (1) 25			
	SERIES BOX SCRAPER 72" WIDTH			
BB2572	82-25 SERIES BOX SCRAPER,			
	72" WIDTH (1) 18 SERIES			
	UTILITY-DUTY ROTARY CUTTER, 72"			
	WIDTH RCR1872-01-11-32-18 SERIES			
	UTILITY-DUTY ROTARY CUTTER, 72"			
	WIDTH 2YR L4802HST EXTENDED			
	WARRANTY 2 YR FRONT LOADER			
	W/GRILL GUARD/QC EXTENDED WARRANTY			
	INCLUDES ASSEMBLY INCLUDES			
	FREIGHT INCLUDES PDI INCLUDES			
	WATER REAR TIRES INCLUDES FUEL			
	INCLUDES ADDITIONAL SET UP AS			
	PER STATE OF ALABAMA CONTRACT MA25.			
	..5306 AND YOUR QUOTE			
	Vendor Item			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000507-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47010. Review: Buyer: Status: Approved	Page 4
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Vendor
CAPITAL TRACTOR INC
1498 FURNACE STREET

MONTGOMERY, AL 36104

Tel#3342640086

Ship To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541
CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Deliver To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	293637				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1532.1530.0000.0000.47010.			38670.26

Ship To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST
GRAND BAY, AL 36541

Deliver To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST
GRAND BAY, AL 36541

Requisition Link

Requisition Total 38670.26

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.47010.		
	38670.26	9349474.58
FIELD OPERATIONS DIV EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Forward	10/08/24	JAMES BARBER	Automatic Forward to 910519885
Approved	10/09/24	RODNEY GREELEY	R.G.
Approved	10/09/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	10/09/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	10/09/24	WILLIAM REED	Auto approved by: 910510512
Unknown	10/15/24	SHAUNAGYE SIMMS	
Rejected	10/15/24	SHAUNAGYE SIMMS	NOT AN ELIGIBLE EXPENSE
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000507-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47010. Review: Buyer: Status: Approved	Page 5
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Vendor
 CAPITAL TRACTOR INC
 1498 FURNACE STREET

 MONTGOMERY, AL 36104
 Tel#3342640086

Ship To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

 GRAND BAY, AL 36541
 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Deliver To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

 GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	293637				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/06/25 DONALD ROSE	Auto	approved by: 9105paij	
Approved	02/06/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	02/06/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	02/06/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	02/06/25 LONELL HARRIS	Auto	approved by: 9105paij	
Approved	02/06/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	02/06/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Tractor - Capital Tractor

Supplier

Capital Tractor Inc.

Linked Solicitation

Statewide Tractor Bid

Type

Master Agreement

Contract Code

MA250000005306

Sourcing Number

SRC0000025123

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Caleb	Greer	calebgreer@capitaltractor.com	33426400866
Caleb	Greer	calebgreer@capitaltractor.com	33426400866
Arwen	Freeman	afreeman@capitaltractor.com	334-264-0086

3 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

12/6/2024

End Date

12/5/2025

Documents

- [MA250000005306_Master_Agreement_V1.pdf](#)

Items

Item Name	Product Code	UOM
Tractor 20hp - 29hp - 15% discount	1	0.00 USD
Options 20hp - 29hp - 1% discount	2	0.00 USD
Tractor 30hp - 39hp - 15% discount	3	0.00 USD
Options 30hp - 39hp - 1% discount	4	0.00 USD
Tractor 40hp - 49hp - 15% discount	5	0.00 USD
Options 40hp - 49hp - 1% discount	6	0.00 USD
Tractor 50hp - 59hp - 17% discount	7	0.00 USD
Options 50hp - 59hp - 1% discount	8	0.00 USD
Tractor 60hp - 69hp - 17% discount	9	0.00 USD
Options 60hp - 69hp - 1% discount	10	0.00 USD
Tractor 70hp - 79hp - 17% discount	11	0.00 USD
Options 70hp - 79hp - 1% discount	12	0.00 USD
Tractor 80hp - 89hp - 20% discount	13	0.00 USD
Options 80hp - 89hp - 1% discount	14	0.00 USD
Tractor 90hp - 99hp - 20% discount	15	0.00 USD
Options 90hp - 99hp - 1% discount	16	0.00 USD
Tractor 100hp - 109hp - 20% discount	17	0.00 USD
Options 100hp - 109hp - 1% discount	18	0.00 USD
Tractor 110hp - 119hp - 20% discount	19	0.00 USD
Options 110hp - 119hp - 1% discount	20	0.00 USD
Tractor 120hp - 129hp - 21% discount	21	0.00 USD
Options 120hp - 129hp - 1% discount	22	0.00 USD
Tractor 130hp - 139hp - 20% discount	23	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Dogwood Productions, Inc., for fiscal year 2025 City website hosting, maintenance, live streaming, and accessibility compliance professional services for MIT.

Amount of Contract:

\$54,770.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250204 Dogwood Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 11 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 Dogwood Productions Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dogwood Productions, Inc., for fiscal year 2025 City website hosting, maintenance, live streaming, and accessibility compliance professional services for MIT. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$54,770.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4152</u>	2025	(5000) INFORMATION TECHNOLOGY	CITY WEBSITE HOSTING, MAINTENANCE, LIVE- STREAMING, AND ACCESSIBILITY COMPLIANCE FOR MIT FOR FY2025. (PROFESSIONAL SERVICE)	\$54,770.00	<u>(47069)</u> <u>DOGWOOD</u> <u>PRODUCTIONS</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004152-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor DOGWOOD PRODUCTIONS INC 653 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/25	047069	01/09/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
001	OCT-DEC24 QUARTERLY Monthly web site Hosting, maintenance and updates, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission, Message on Hold - monthly updates	3.00 EACH	3725.00000	11175.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	JAN-MAR 25 QUARTERLY Monthly web site Hosting, maintenance and updates, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission, Message on Hold - monthly updates	3.00 EACH	3725.00000	11175.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004152-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor DOGWOOD PRODUCTIONS INC 653 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/25	047069	01/09/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	APR-JUN 25 QUARTERLY Monthly web site Hosting, maintenance and updates, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission, Message on Hold - monthly updates	3.00 EACH	3725.00000	11175.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004152-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Released	Page 3
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Vendor DOGWOOD PRODUCTIONS INC 653 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/25	047069	01/09/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	JULY-SEPT 25 QUARTERLY Monthly web site Hosting, maintenance and updates, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission, Message on Hold - monthly updates MIT 651 CHURCH STREET MOBILE, AL 36602	3.00 EACH	3725.00000	11175.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Domain and SSL renewals-\$300/YR, (40) Additional Development Hours-\$4800/YR, Accessibe ADA widget - cityofmobile.org (1 year)-	1.00 EACH	10070.00000	10070.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004152-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fofa Status: Released	Page 4
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Vendor DOGWOOD PRODUCTIONS INC 653 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/25	047069	01/09/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	\$1990/YR Accessibe ADA widget - buildmobile.org (1 year)-\$1490, mobilepd.org (1 year)- \$1490			10070.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 54770.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42200.	54770.00	2996424.09
INFORMATION TECHNOLOGY EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Rejected	01/09/25	SCOTT KEARNEY	I forgot to include the access
Approved	01/10/25	GREG HOLLIDAY	Auto approved by: 91057606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004152-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Released	Page 5
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Vendor
 DOGWOOD PRODUCTIONS INC
 653 GOVERNMENT STREET

Ship To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Tel#251-476-0858
 Fax 251-479-0364

Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/25	047069	01/09/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/10/25 SCOTT KEARNEY			
Approved	01/10/25 UDARA JAYASENA			
Queued	01/10/25 DONALD ROSE	Auto approved by: 91057606		
Queued	01/10/25 SANDRA LEWIS	Auto approved by: 91057606		
Queued	01/10/25 STEVEN KRONINGER	Auto approved by: 91057606		
Queued	01/10/25 SAMANTHA COOLEY	Auto approved by: 91057606		
Queued	01/10/25 LONELL HARRIS	Auto approved by: 91057606		
Queued	01/10/25 ANNE FOLEY	Auto approved by: 91057606		
Queued	01/10/25 JOHN PAINE	Auto approved by: 91057606		

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Granicus LLC for setup and one-year subscription to Granicus govService Host Compliance software for Revenue.

Amount of Contract:

\$32,018.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250204 Granicus Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Granicus LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Granicus LLC for setup and one-year subscription to
Granicus govService Host Compliance software for Revenue.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$32,018.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software. NCPA cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>16530</u>	2025	(2570) REVENUE	SETUP AND ONE-YEAR SUBSCRIPTION TO GRANICUS GOVSERVICE HOST COMPLIANCE SOFTWARE FOR REVENUE. (BID EXEMPT AS SOFTWARE. NCPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$32,018.00	<u>(295426)</u> <u>GRANICUS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016530-00 FY 2025 Acct No: 1000.60.25.2570.2570.2500.0000.0000.42115. Review: Buyer: 9105fola Status: Released
--	---

Page 1

Vendor
 GRANICUS LLC
 408 ST PETER ST
 SUITE 600

 SAINT PAUL, MN 55102

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Tel#651-726-7309
 Fax 651-665-0943

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	295426				REVENUE

LN Description / Account	Qty	Unit Price	Net Price
001 GRANICUS GIS PROCUREMENT VEHICLE: NCPA (01-115) - REVENUE DEPARTMENT Additional Description Notes ----- GRANICUS GIS PROCUREMENT VEHICLE: NCPA (01-115) - REVENUE DEPARTMENT ORDER # Q-398627 PERIOD OF PERFORMANCE: 12 MONTHS ADDRESS IDENTIFICATION - SETUP AND CONFIGURATION QUANTITY/UNIT 1 EACH ADDRESS IDENTIFICATION - ONLINE TRAINING QUANTITY/UNIT 1 EACH ESRI SETUP AND CONFIGURATION QUANTITY/UNIT 1 EACH ADDRESS IDENTIFICATION QUANTITY/UNIT 1 EACH ESRI INTEGRATION QUANTITY/UNIT 1 EACH PO # REQUIRED ON INVOICE.	1.00 EACH	32018.00000	32018.00
1 1000.60.25.2570.2570.2500.0000.0000.42115.			32018.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016530-00 FY 2025 Acct No: 1000.60.25.2570.2570.2500.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 2
--	---	--------

Vendor
 GRANICUS LLC
 408 ST PETER ST
 SUITE 600

 SAINT PAUL, MN 55102

 Tel#651-726-7309
 Fax 651-665-0943

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	295426				REVENUE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Requisition Link

Requisition Total 32018.00

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

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.42115.		
REVENUE EXP	32018.00	111403.26
SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/04/25	DONNA BRYARS	Auto approved by: 910520795
Approved	02/04/25	MAURIA KING	MK
Queued	02/04/25	DONALD ROSE	MK
Queued	02/04/25	SANDRA LEWIS	MK
Queued	02/04/25	STEVEN KRONINGER	MK
Queued	02/04/25	SAMANTHA COOLEY	MK
Queued	02/04/25	LONELL HARRIS	MK

=====	=====
Bill To	Requisition 00016530-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2570.2570.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
 GRANICUS LLC
 408 ST PETER ST
 SUITE 600

 SAINT PAUL, MN 55102

 Tel#651-726-7309
 Fax 651-665-0943

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/03/25	295426				REVENUE
-----	-----	-----	-----	-----	-----

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	02/04/25	ANNE FOLEY	MK		
	Queued	02/04/25	JOHN PAINE	MK		

Authorized By: _____ Date: _____
 Signature



Granicus

IT & Technology Services

Granicus is the leading provider of citizen engagement technologies and services for the public sector, bringing governments closer to the people they serve with the first-and-only Civic Engagement Platform. Available through our cooperative contract with OMNIA Partners, the platform brings together website management, digital communications, 311 service requests, online transactions, and meeting transparency to connect governments and their communities.

Granicus works with more than 4,500 government organizations and connects more than 250 million people in the largest Citizen Subscriber Network of its kind.

Click Your Industry

[Education | Government](#)

[Nonprofit](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Granicus helps public agencies modernize their online services, web presence, and communications strategies. Available through OMNIA Partners, Granicus offers seamless digital solutions that help government actively reach, inform, and engage citizens on the government's first unified civic engagement platform. Granicus is also available on a cooperative contract through SHI. To view SHI's contract documents, [click here](#).

Software and SaaS Solutions

Region

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question? I'm here to help.

Granicus Contract Documentation

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

Software and SaaS Solutions

Region 14 ESC - TX

Contract Number: 01-115

Initial Term: December 8, 2020 through December 31, 2023

Renewal Options: Option to renew for two (2) additional one-year periods December 31, 2025

RENEWED THROUGH December 31, 2025

Executive Summary

- [Pricing](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Granicus Award Letter](#)
- [Contract Renewal 1](#)
- [Contract Renewal 2](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



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



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

Rachel Laurie Riddle
Chief Examiner

December 16, 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 the National Cooperative Purchasing Alliance (“NCPA”), 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 NCPA pursuant to the competitive bid laws of the State of Texas.

Based on the Department’s review, the competitive bid process used by NCPA 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 NCPA, 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 NCPA or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NCPA’s competitive bid process approval will subject to immediate revocation by the Department.

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

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 Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 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 Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Lowe's Home Centers LLC for 450 2ft x 3ft decorative steel fence panels with posts for Mardi Gras protective park barriers for MPRD.

Amount of Contract:

\$17,006.58

Funding Source

General fund.

ATTACHMENTS:

1. 20250131 Lowes Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Lowe's Home Centers, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Lowe's Home Centers LLC for 450 2ft x 3ft decorative steel fence panels with posts for Mardi Gras protective park barriers for MPRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,006.58

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3971</u>	2025	(2012) PARKS MAINTENANCE	450 2FT X 3FT DECORATIVE STEEL FENCE PANELS WITH POSTS FOR MARDI GRAS PROTECTIVE PARK BARRIERS FOR MPRD (PRICE BELOW BID REQUIREMENT)	\$17,006.58	<u>(299465) LOWE'S HOME CENTERS, LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003971-00 FY 2025 PO 25004339 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 1
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Vendor
 LOWE'S HOME CENTERS, LLC
 1000 LOWE'S BLVD

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOORESV, NC 28117

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#727-247-8645

Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	299465				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER YOUR QUOTE 215084224 TICKET # 3228342 AMBROSE FENCE PANELS, BLACK, 2FT H x 3 FT W, COATED STEEL NO DIG FLAT TOP DECORATIVE FENCE, LOWES ITEM## 5627274 MODEL 61597 https://www.lowes.com/pd/YARDLINK-Ambrose-2-ft-H-x-3-ft-W-Black-Powder-Coated-Steel-No-Dig-Flat-top-Decorative-Fence-Panel/5015541463	450.00 EACH	28.46000	12807.00
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Additional Description Notes

REQUESTING TO POSSIBLY HAVE BEFORE MARDI GRAS BEGINS

1	1000.40.20.2030.2012.2005.0000.0000.44020.	12807.00
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003971-00 FY 2025 PO 25004339 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
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Vendor
 LOWE'S HOME CENTERS, LLC
 1000 LOWE'S BLVD

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 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOORESV, NC 28117

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Tel#727-247-8645

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 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	299465				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	YARDLINK 3 FT H x 3IN W, POWDER COATED STEEL DECORATIVE METAL NO DIG YARD UNIVERSAL FENCE POST ITEM #22031 MODEL 061153 https://www.lowes.com/pd/No-Dig-Common-3-in-x-3-in-x-3-1-2-ft-Actual-3-in-x-3/1061139	462.00 EACH	9.09000	4199.58
1	1000.40.20.2030.2012.2005.0000.0000.44020.			4199.58

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total 17006.58

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

Account
 1000.40.20.2030.2012.2005.0000.0000.44020.

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003971-00 FY 2025 PO 25004339 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 3
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Vendor
 LOWE'S HOME CENTERS, LLC
 1000 LOWE'S BLVD

MOORESV, NC 28117

Tel#727-247-8645

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
 CATHY HANKINS

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 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	299465				PARKS MAINTENANCE

Account	Amount	Remaining Budget
PARKS MAINTENANCE EXP	17006.58	13526873.59
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/08/25	KIM CARMODY	
Approved	01/08/25	DANIEL OTTO	Auto approved by: 910520521
Approved	01/15/25	KIM CARMODY	
Approved	01/15/25	DANIEL OTTO	Auto approved by: 910520521
Approved	01/08/25	KIM CARMODY	
Approved	01/08/25	DANIEL OTTO	Auto approved by: 910520521
Approved	01/15/25	KIM CARMODY	
Approved	01/15/25	DANIEL OTTO	Auto approved by: 910520521
Rejected	01/13/25	SANDRA LEWIS	no stock available
Approved	01/31/25	DONALD ROSE	Auto approved by: 910518227
Approved	01/31/25	SANDRA LEWIS	
Approved	01/31/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/31/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/31/25	LONELL HARRIS	Auto approved by: 910518227
Approved	01/31/25	ANNE FOLEY	Auto approved by: 910518227
Approved	01/31/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Remotec, Inc, for one Peraton Andros Spartan robot ground vehicle with control unit and accessories for MPD EOD.

Amount of Contract:

\$446,815.00

Funding Source

FY2024 Federal Port Security Grant.

ATTACHMENTS:

1. 20250206 Remotec Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Remotec, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Remotec, Inc, for one Peraton Andros Spartan robot
ground vehicle with control unit and accessories for MPD EOD.
FY2024 Federal Port Security Grant.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$446,815.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5928

How many bidders received bid packages (if applicable): 1 + web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1730</u>	2025	(2590) GRANT MANAGEMENT	PERATON ANDROS SPARTAN ROBOT GROUND VEHICLE WITH CONTROL UNIT AND ACCESSORIES FOR MPD EOD (SEALED BID 5928)	\$446,815.00	(<u>299520</u>) <u>REMOTEC, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 REMOTEC, INC.
 353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608
 PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
 MARTHA/SGT PAUL ALFORD

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

ROBOT WILL BE PICKED UP FROM VENDOR BY EOD PERSONNEL.

001	AS PER MY BID 5928 AND YOUR BID RESPONSE ROBOT-ADROS SPARTAN VEHICLE ASSEMBLY #2463-0100 **MOBILE POLICE DEPT WILL PICK UP** ASSEMBLY TO INCLUDE: -POSITION FEEDBACK WITH USER PRESENTS -CAMERAS -SURVEILLANCE COLOR CAMERA WITH WHITE LIGHT AND IR LED'S AND PAN/TILD (CONTINUOUS PAN) -GRIPPER PALM CAMERA -FRONT AND REAR DRIVE CAMERAS -COLOR ARM CAMERA -ACCESSORY INTERFACE MOUNT (INCLUDES ADAPTER FOR LEGACY ACCESSORIES) OPERATOR CONTROL UNIT #2463-8700-X INCLUDES: -RUGGEDIZED LAPTOP WITH TOUCHSCREEN -DOCKING STATION -2 BB2590 BATTERY -PELICAN CASE FIBER OPTIC CABLE REEL ASSEMBLY #C2455-8330 (1200 FT) (INCLUDES CASE) SPARE SPOOL OF FIBER OPTIC CABLE #D7050-8323 (1200 FT) SPARTAN PS MPU5 RADIO ASSEMBLY S-BAND #2470-8800-21 (SET OF 2 AND INCLUDES INTEGRATION KIT) CAMERA PAN/TILT ASSEMBLY	1.00 EACH	446815.00000	446815.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 REMOTEC, INC.
 353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608
 PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
 MARTHA/SGT PAUL ALFORD

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 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
#2463-5000	(CAN BE USED ON ARM)			
	CAMERA SIGHTING KIT ASSEMBLY			
#2470-3825	LASER ASSEMBLY			
#2471-5172	THERMAL IMAGER KIT			
#2463-5375	X-RAY ASSEMBLY			
#2470-3807	(FITS GOLDEN X-RAY SYSTEMS) WORKS WITH DRUM & "BREAD-MAKER" STYLE FILM SHOCK TUBE INITIATOR, FOUR CHANNEL			
#INIT-4CH-FX	POWER HAWK ASSEMBLY			
#2471-7500	(INCLUDES THE FOLLOWING): -POWER HAWK UNIT -POWER HAWK KIT -CASE FOR POWER HAWK RECEIVER HITCH KIT #2455-7580			
	SPARE PART KIT #2463-0164 (PER ROBOT) SPARE BB2590 BATTERIES FOR VEHICLE AND OCU DUAL PAN DISRUPTER MOUNT ASSEMBLY 2470-5220 DRAWBAR PACKAGE DOES NOT INCLUDE RECEIVER HITCH C2461-7590 Dimensions • Height: 55" (1397 mm) • width: 29" (737 mm); 17.5" (445 mm) w/out wheels • Length: 42" (1066 mm) tracks up weight • 600 lbs (272 kg) Mobility • Articulated tracks with position feedback and quick release wheels • Slope: 45° incline and 37° stairs • Speed: 0-3.4 mph (0-5.3 kph) • Traverse: gap opening up to 21" (533 mm) and obstacles up to 18" (635 mm) •			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
REMOTEC, INC.
353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
MARTHA/SGT PAUL ALFORD

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Turning: 55" (1397 mm) Manipulator • Variable speed control for precision • Dual-sided quick change accessory mounting system • Torso Rotate: +/-150° with position feedback • Shoulder: 221° w/position feedback • Elbow: 223° w/position feedback • Upper Arm Roll: +/-170° w/position feedback • Wrist Pitch: 215° w/position feedback • Wrist Extend: 6" (152.4 mm) • Grip rotate: 360° continuous w/feedback • Gripper: 0-8" (0-203 mm) open/close • Gripper Force: 0-125 psi (0-609 kPa) • Gripper Range Estimator: 3.9 to 31.5" (10-80 cm) • Lifting: 275 lbs at 18" (125 kg at 457 mm); 80 lbs (36 kg) at full extension • Vertical Reach: 126 in (3.2 m) with tracks down and arm fully extended • Horizontal Reach: 73 in (1.9 m) from front of vehicle chassis Cameras • Surveillance • Extra low light color pan/tilt/zoom with full 360° continuous pan, 180° tilt • Auto/manual focus and iris • LED lights with remote switching from white to IR • Vertical Surveillance Camera Extend: 24" (609 mm) • Arm • Color camera that			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor
REMOTEK, INC.
353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
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Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	switches to B&W in low light conditions • Optional surveillance pan/tilt camera with optional thermal camera • Front and Rear Drive: • Color camera that switches to B&W in low light conditions with fixed focus and auto iris • Sensitive to IR illumination • Palm Camera • Color camera that switches to B&W in low light conditions with fixed focus and auto iris • Sensitive to IR illumination • Optional Thermal Camera • Mounted in surveillance pan/tilt • Optional Tool Camera • B&W low light with fixed focus and auto iris • Optional laser enhancing lens • Sensitive to IR illumination Operator Control Unit • Ruggedized COTS (commercial off the shelf) laptop w/touchscreen • Game-style controller • BB2590 battery with 110VAC/220VAC charger • Optional legacy style switchbox controller Audio • Two-way audio system with weatherproof speaker and microphone Communication • 1200 ft (366 m) fiber optic cable reel • 5w, license required • 1000 m+ line of sight • 500 m non line of sight Electrical • 7 Isolated			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor
 REMOTEC, INC.
 353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
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 4851 MUSEUM DRIVE

MOBILE, AL 36608
 PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
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MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	firing circuits: 24VDC • Power supply: 32VDC • 9 BB2590 Batteries, 92aH • 110VAC/220VAC charger, 2 six-bay BB250 Environmental • Designed to meet IP65 • Sealed, weather resistant enclosure • Wet or dry surfaces • Operating temperatures -20°C to +50°C Accessories • Supports Andros legacy accessories including cutting, breaching, sensing, investigating, and hauling Other • 2.5 days of operator/maintenance training in Clinton, TN • One year limited warranty Additional Description Notes ----- Dimensions • Height: 55" (1397 mm) • Width: 29" (737 mm); 17.5" (445 mm) w/out wheels • Length: 42" (1066 mm) tracks up weight • 600 lbs (272 kg) Mobility • Articulated tracks with position feedback and quick release wheels • Slope: 45° incline and 37° stairs • Speed: 0-3.4 mph (0-5.3 kph) • Traverse: gap opening up to 21" (533 mm) and obstacles			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor
 REMOTEC, INC.
 353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

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MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	up to 18" (635 mm) • Turning: 55" (1397 mm) Manipulator • Variable speed control for precision • Dual-sided quick change accessory mounting system • Torso Rotate: +/-150° with position feedback • Shoulder: 221° w/position feedback • Elbow: 223° w/position feedback • Upper Arm Roll: +/-170° w/ position feedback • Wrist Pitch: 215° w/position feedback • Wrist Extend: 6" (152.4 mm) • Grip rotate: 360° continuous w/feedback • Gripper: 0-8" (0-203 mm) open/close • Gripper Force: 0-125 psi (0-609 kPa) • Gripper Range Estimator: 3.9 to 31.5" (10-80 cm) • Lifting: 275 lbs at 18" (125 kg at 457 mm); 80 lbs (36 kg) at full extension • Vertical Reach: 126 in (3.2 m) with tracks down and arm fully extended • Horizontal Reach: 73 in (1.9 m) from front of vehicle chassis Cameras • Surveillance • Extra low light color pan/ tilt/zoom with full 360° continuous pan, 180° tilt			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	• Auto/manual focus and iris • LED lights with remote switching from white to IR • Vertical Surveillance Camera Extend: 24" (609 mm)			
	• Arm • Color camera that switches to B&W in low light conditions • Optional surveillance pan/tilt camera with optional thermal camera • Front and Rear Drive: • Color camera that switches to B&W in low light conditions with fixed focus and auto iris • Sensitive to IR illumination • Palm Camera • Color camera that switches to B&W in low light conditions with fixed focus and auto iris • Sensitive to IR illumination • Optional Thermal Camera • Mounted in surveillance pan/tilt • Optional Tool Camera • B&W low light with fixed focus and auto iris • Optional laser enhancing lens • Sensitive to IR illumination Operator Control Unit			
	• Ruggedized COTS (commercial off the shelf) laptop w/touchscreen			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor
REMOTEK, INC.
353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
MARTHA/SGT PAUL ALFORD

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	- Game-style controller - BB2590 battery with 110VAC/220VAC charger - Optional legacy style switchbox controller			
	Audio Two-way audio system with weatherproof speaker and microphone			
	Communication 1200 ft (366 m) fiber optic cable reel 5W, license required 1000 m+ line of sight 500 m non line of sight			
	Electrical 7 Isolated firing circuits: 24VDC - Power supply: 32VDC 9 BB2590 Batteries, 92aH 110VAC/220VAC charger, 2 six-bay BB250			
	Environmental - Designed to meet IP65 - Sealed, weather resistant enclosure - Wet or dry surfaces - Operating temperatures -20°C to +50°C			
	Accessories Supports Andros legacy accessories including cutting, breaching, sensing, investigating, and hauling other			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor REMOTEC, INC. 353 JD YARNELL INDUSTRIAL PARK CLINTON, TN 37932 Tel#865-712-7826	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 PAYNEM@CITYOFMOBILE.ORG Delivery Reference MARTHA/SGT PAUL ALFORD Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	• 2.5 days of operator/maintenance training in Clinton, TN • One year limited warranty			

1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .EOD ROV .			446815.00
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Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608
 Delivery Reference
 MARTHA/SGT PAUL ALFORD

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total	446815.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDPORT24.INVJUST2 .EOD ROV .	446815.00	86337.56

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	446815.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001730-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor
 REMOTEC, INC.
 353 JD YARNELL INDUSTRIAL PARK

CLINTON, TN 37932

Tel#865-712-7826

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608
 PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
 MARTHA/SGT PAUL ALFORD

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	299520				GRANT MANAGEMENT

Account	Amount Remaining Budget
PORT SECURITY GRANT EXP	EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
CCancelled	01/29/25	SANDRA LEWIS	Requisition item added changed
CCancelled	02/06/25	SANDRA LEWIS	Requisition item removed, GL A
Approved	11/08/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	11/08/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	11/08/24	SHAUNAGYE SIMMS	
Approved	11/08/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	01/29/25	DREANETTA BARNES	Auto approved by: 910520990
Approved	01/29/25	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	01/29/25	SHAUNAGYE SIMMS	
Approved	01/29/25	RANDY THREADGILL	Auto approved by: 910520990
Approved	02/05/25	DREANETTA BARNES	Auto approved by: 910520990
Approved	02/05/25	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	02/05/25	SHAUNAGYE SIMMS	
Approved	02/05/25	RANDY THREADGILL	Auto approved by: 910520990
Unknown	01/29/25	SANDRA LEWIS	
Rejected	01/29/25	SANDRA LEWIS	need to add lines
Approved	01/29/25	DONALD ROSE	Auto approved by: 910518227
Approved	01/29/25	SANDRA LEWIS	
Approved	01/29/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/29/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/29/25	LONELL HARRIS	Auto approved by: 910518227
Approved	01/29/25	ANNE FOLEY	Auto approved by: 910518227
Approved	01/29/25	JOHN PAINE	Auto approved by: 910518227
Queued	02/06/25	DREANETTA BARNES	Auto approved by: 910518227
Queued	02/06/25	TRAVIS MARSHALL	Auto approved by: 910518227
Queued	02/06/25	SHAUNAGYE SIMMS	Auto approved by: 910518227
Queued	02/06/25	RANDY THREADGILL	Auto approved by: 910518227



CITY OF MOBILE

PROCUREMENT DEPARTMENT

January 8, 2025

BID NOTICE

**THE CITY OF MOBILE IS ISSUING BID #5928:
PERATON SPARTAN EOD ROBOT**

***THIS BID CANCELS AND REPLACES
CITY OF MOBILE BID #5925.***

TO VIEW BID, GO TO: cityofmobile.org/bids

SELECT: Bid #5928 – PERATON SPARTAN EOD ROBOT

**BIDS WILL BE OPENED ON
THURSDAY, JANUARY 23, 2025, AT 12:01 PM.**

BID MUST BE RETURNED IN A SEALED ENVELOPE.

**WRITE THE BID #, YOUR COMPANY NAME,
THE DATE AND TIME OF THE BID ON THE OUTSIDE OF
THE ENVELOPE.**

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE 01/08/2025	BID NO. 5928	DEPARTMENT Police	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
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This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, January 23, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
QTY 1	PERATON SPARTAN EOD ROBOT This bid cancels and replaces City of Mobile Bid #5925. The City of Mobile invites sealed bids for the purchase of one (1) Peraton Spartan EOD Robot meeting the specifications detailed below. Peraton Spartan EOD Robot that shall meet ALL attached specifications Make _____ Model _____ THIS BID WILL BE AWARDED ON AN ITEM BASIS. Return the complete bid package along with the attached pages. Failure to do so will result in rejection of bid. Also, please be sure to sign the bid. Pricing to be firm for six (6) months following the award of this bid. At the option of the City of Mobile and the successful Vendor, the award of this bid may be extended for an additional five (5) more six (6) month periods. NO SUBSTITUTIONS ALLOWED ON REQUESTED ITEM. Page 1 of 3					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a **Certificate of Authority** to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a **Purchase Order**. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

Page 648 of 1013

Page_____ of _____

Page 649 of 1013



City of Mobile Police Department

Explosive Ordnance Disposal Unit

The MPD Bomb Squad requests that the necessary steps be taken to receive bids for a large platform EOD Robot. This system **MUST** be cross-compatible and capable of interfacing with the standard factory-supplied Block Accessory Tool System common to the Andros F6 series robotic platform, as the Bomb Squad currently has the Andros F6 platform along with its full array of factory-supplied accessories in inventory.

It should be noted that this purchase is grant funded and was awarded SPECIFICALLY for the purchase of a Peraton Spartan EOD Robot. Should any other platform be purchased, this would likely constitute a violation of the terms of the DHS Port Security Grant and would not allow reimbursement.

Below is a list of required specifications any product being submitted for bid must meet:

The system shall consist of a remotely controlled chassis, controller unit, Communications System (radio and fiber-optic) and accessories as specified below. The system shall be delivered for pick-up fully assembled and functional by the vendor. Though all parts are listed individually in the purchase request, **THIS IS FOR THE PURCHASE OF A SINGLE ROBOTIC UNIT from a SINGLE MANUFACTURER.** The system shall be picked up on-site by Bomb Squad personnel and a minimum of 2 days training shall be provided upon delivery. The system will be transported via the Bomb Squad's large truck

The chassis shall be mounted on dual articulating tracks with quick release wheels to facilitate access to confined spaces. The chassis must have a towing attachment capable of towing a small equipment wagon. It shall be powered by rechargeable and hot-swappable batteries. It shall weigh no more than 600 lbs. It shall be equipped with manipulator arm meeting the following specifications:

- Variable speed control for precision
- Dual-sided quick change accessory mounting system
- Dual P.A.N. EOD Disruption Tool Mounts
- 4- Channel shock tube initiator
- EOD X-Ray System Mount for Golden Engineering X-Ray Source
- Powerhawk kit and mount for remote cutting of IEDs

- Torso Rotate: $\pm 150^\circ$ with position feedback
- Shoulder: 221° w/position feedback
- Elbow: 223° w/position feedback
- Upper Arm Roll: $\pm 170^\circ$ w/position feedback
- Wrist Pitch: 215° w/position feedback
- Wrist Extend: 6" (152.4 mm)
- Grip Rotate: 360° continuous w/feedback
- Gripper: 0" - 8" (0-203 mm) open/close
- Gripper Force: 0-125 psi (0-609 kPa)
- Gripper Range Estimator: 3.9" - 31.5" (10-80 cm)
- Lifting: 275 lbs at 18" (125 kg at 457 mm); 80 lbs (36 kg) at full extension
- Vertical Reach: 126" (3.2 m) with tracks down and arm fully extended
- Horizontal Reach: 73" (1.9 m) from front of vehicle chassis

The arm shall be equipped with a palm camera and sensor system within the grip assembly to determine depth of field when manipulating objects. This camera shall be color camera that switches to B&W in low light conditions with fixed focus and auto iris for ease of use.

Again, the manipulator arm MUST be capable of directly interfacing with and utilizing factory supplied Andros F6 Block Accessory Tool System.

The chassis shall be equipped with multiple cameras as specified below:

Surveillance Camera:

- Extra low light color pan/tilt/zoom with full 360° continuous pan, 180° tilt
- Auto/manual focus and iris
- LED lights with remote switching from white to IR
- Vertical Surveillance Camera Extend: 24" (609 mm)

Arm Camera:

- Color camera that switches to B&W in low light conditions
- Optional surveillance pan/tilt camera with optional thermal camera

Front and Rear Drive Cameras:

- Color camera that switches to B&W in low light conditions with fixed focus and auto iris
- Sensitive to IR illumination

Thermal Camera:

- Mounted in surveillance pan/tilt

Tool Cameras:

- B&W low light with fixed focus and auto iris with reticle for precise aiming of EOD Disruption Tools.

Laser Assemblies:

- To be employed in conjunction with the tool camera system for precise targeting of IED components.

The communications system shall consist of an operator control unit and both wireless and wired connection systems. The control and connection systems shall meet the specifications listed below.

Operator Control Unit: Must consist of a ruggedized laptop with game-style with controller and optional large, external touchscreen. The graphics package must provide 3-D vehicle avatar to allow operators to view and visualize the configuration of the arm and articulators in real time. The video system must provide capability of viewing up to 4 cameras simultaneously and allow for camera windows to be moved and resized as needed. Additionally, the graphics system shall provide diagnostic and maintenance information via touch screen graphics.

Wireless- The wireless communication system shall be an MPU5 S- Band type radio. Stand-alone, the radio system shall be capable of a minimum 1000m line of site and 500m non-line of site connection. The radio system shall transmit and receive both video and audio as well as facilitate remote control of all functions of the unit.

Wired- The wired connection system shall be a fiber-optic based system. The system shall be capable of a minimum 1200 ft operation. The system shall be capable of remote pay-out and take-up functions while in operation and provide reliable transmission of video, audio signals as well as facilitation remote control of all functions of the unit. The wired system shall include a spare 1200 ft fiber spool for field replacement.

The communications system shall be installed, programmed and functionality ensured by the manufacturer.

Spare Batteries:

- The system shall include a complete spare set of batteries for both the vehicle and OCU.

Spare Parts Kit:

- The system shall include a complete spare parts kit to facilitate emergency field repairs when needed.

Must have 24 hr. USA Customer Support and Repair capability.

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.

2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) **Immediate Termination** - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause**- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)

ANDROS SPARTAN

Unmanned Ground Vehicle System

The Andros™ Spartan was designed based on the success, reliability, and versatility of the 6 series platform—our flagship platform.

The Andros Spartan incorporates the same proven chassis design of the Andros™ F6 and adds the highly dexterous manipulation capabilities of the Andros™ FX.

Preserving the legacy of the Andros™ 6 series, the Andros Spartan integrates new technologies, optimizes the user experience, and reduces time on target. These updates are what make the Andros Spartan an industry leader.

VEHICLE AND CHASSIS

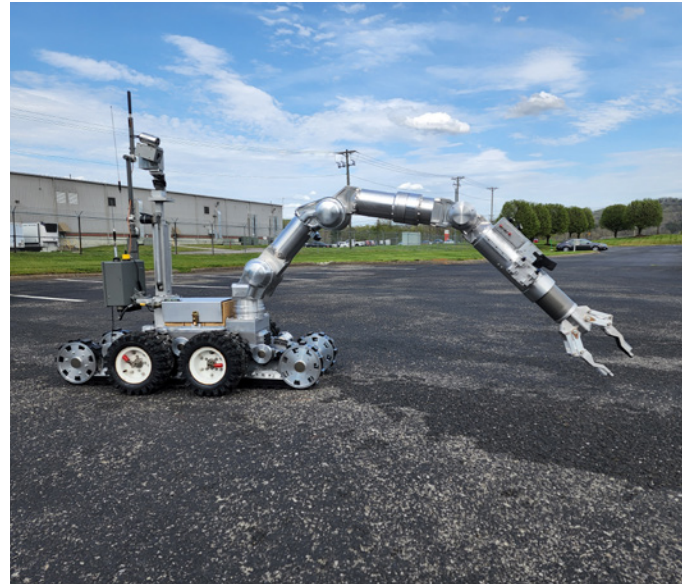
- Dual articulating tracks with quick release wheels provide modular mobility for both indoor and outdoor use
- Spartan is powered by nine BB2590 batteries; vehicle speed of 3.3 mph (5.3 kph) and a runtime of more than six hours

EIGHT DEGREES OF FREEDOM MANIPULATOR

- The addition of a roll joint between the elbow and wrist provides the ability to access areas with limited space as well as maneuver around vehicles that have traditionally required a large working area
- Spartan has a significantly increased object lift capacity and a greater dexterity for handling more challenging missions
- The addition of a gripper palm camera with lights and range estimator allow for faster, more accurate grasping

OPERATOR CONTROL UNIT

- Consists of a ruggedized laptop with game-style controller and optional large, external touchscreen
- 3-D vehicle avatar helps operators view and visualize the configuration of the arm and articulators
- Up to four cameras can be viewed at the same time and single camera mode offers three picture-in-picture camera windows that can be moved and resized
- Diagnostic and maintenance information is provided via touch screen graphics



TECHNICAL SPECIFICATIONS

Dimensions

- Height: 55" (1397 mm)
- Width: 29" (737 mm); 17.5" (445 mm) w/out wheels
- Length: 42" (1066 mm) tracks up

Weight

- 600 lbs (272 kg)

Mobility

- Articulated tracks with position feedback and quick-release wheels
- Slope: 45° incline and 37° stairs
- Speed: 0-3.4 mph (0-5.3 kph)
- Traverse: gap opening up to 21" (533 mm) and obstacles up to 18" (635 mm)
- Turning: 55" (1397 mm)

Manipulator

- Variable speed control for precision
- Dual-sided quick change accessory mounting system
- Torso Rotate: +/-150° with position feedback
- Shoulder: 221° w/position feedback

- Elbow: 223° w/position feedback
- Upper Arm Roll: +/-170° w/position feedback
- Wrist Pitch: 215° w/position feedback
- Wrist Extend: 6" (152.4 mm)
- Grip Rotate: 360° continuous w/feedback
- Gripper: 0" - 8" (0-203 mm) open/close
- Gripper Force: 0-125 psi (0-609 kPa)
- Gripper Range Estimator: 3.9"- 31.5" (10-80 cm)
- Lifting: 275 lbs at 18" (125 kg at 457 mm); 80 lbs (36 kg) at full extension
- Vertical Reach: 126" (3.2 m) with tracks down and arm fully extended
- Horizontal Reach: 73" (1.9 m) from front of vehicle chassis

Cameras

- **Surveillance:**
 - Extra low light color pan/tilt/zoom with full 360° continuous pan, 180° tilt
 - Auto/manual focus and iris
 - LED lights with remote switching from white to IR
 - Vertical Surveillance Camera Extend: 24" (609 mm)
- **Arm:**
 - Color camera that switches to B&W in low light conditions
 - Optional surveillance pan/tilt camera with optional thermal camera
- **Front and Rear Drive:**
 - Color camera that switches to B&W in low light conditions with fixed focus and auto iris
 - Sensitive to IR illumination
- **Palm Camera:**
 - Color camera that switches to B&W in low light conditions with fixed focus and auto iris
 - Sensitive to IR illumination
- **Optional Thermal Camera:**
 - Mounted in surveillance pan/tilt
- **Optional Tool Camera:**
 - B&W low light with fixed focus and auto iris
- **Optional laser enhancing lens:**
 - Sensitive to IR illumination

Operator Control Unit

- Ruggedized COTS (commercial off the shelf) laptop w/touchscreen
- Game-style controller
- BB2590 battery with 110VAC/220VAC charger
- Optional legacy style switchbox controller

Audio

- Two-way audio system with weatherproof speaker and microphone

Communication

- 1200' (366 m) fiber optic cable reel
- 5W—license required
 - 1000 m+ line of sight
 - 500 m non line of sight

Electrical

- 7 Isolated Firing Circuits: 24VDC
- Power Supply: 32VDC
 - 9 BB2590 batteries, 92aH
 - 110VAC/220VAC charger, 2 six-bay BB250

Environmental

- Designed to meet IP65
- Sealed, weather resistant enclosure
- Wet or dry surfaces
- Operating temperatures -20°C to +50°C

Accessories

- Supports Andros legacy accessories including cutting, breaching, sensing, investigating, and hauling

Other

- 2.5 days of operator/maintenance training in Clinton, TN
- One year limited warranty

CONTACT US

To learn more about our products and get answers to your questions, contact our sales department:

remotecsales@peraton.com

865.269.1244





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 SHI International Corp for annual renewal of Terranova cybersecurity training software and services for MIT.

Amount of Contract:

\$24,575.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250204 Terranova Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for annual renewal of Terranova
cybersecurity training software and services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,575.00

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. Bid exempt as software. Sourcwell cooperative purchasing agreement

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11338</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF TERRANOVA CYBERSECURITY TRAINING SOFTWARE AND SERVICES FOR MIT (PROFESSIONAL SERVICE. BID EXEMPT AS SOFTWARE. SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$24,575.00	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011338-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Released	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/25	1272641	01/24/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
001 Security Awareness Program with Phishing -Ultimate Bundle Terranova Worldwide Corporation - Part#: NPN-TERRA-SECURI Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/1/2025 - 3/31/2026	2500.00 EACH	9.83000	24575.00

1 1000.10.23.5000.5000.5000.0000.0000.42115. 24575.00

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total 24575.00

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

Account 1000.10.23.5000.5000.5000.0000.0000.42115.	Amount Remaining Budget
---	-------------------------

SHI International

Technology products and services

#121923-SHI

Maturity Date: 2/27/2028

Website: go.info.shi.com/sourcewellSourcewell
Awarded Contract

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 121923-SHI gives access to the following types of goods and services:

- Woman/minority-owned (M/WBE)
- Hardware, software, and cloud
- Cybersecurity and security
- Datacenter
- Networking and storage
- Artificial intelligence (AI)
- Esports and library furniture
- STEM and STEAM technology
- Print solutions
- Peripherals
- Professional services
- IT staff augmentation and MSP

Contact us

Have questions about a contract
or cooperative purchasing?Contact our dedicated team online
or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract
features.

Username

Password

Log In

Forgot username or password? [?](#)Setup Buy Sourcewell access [?](#)

Register for an account

Simply complete the online application, contact our dedicated team, or
call 877-585-9706.

Search Suppliers & Contracts

General Contracts

e2iQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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



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

Rachel Laurie Riddle
Chief Examiner

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,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Stivers Ford Lincoln Inc for one 2025 Ford Maverick XLT crew cab AWD pickup truck for Inspection Services.

Amount of Contract:

\$30,809.00

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20250131 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford Maverick XLT
crew cab AWD pickup truck for Inspection Services.
Motor pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$30,809.00

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: 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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13254</u>	2025	(F7000) MOTOR POOL	2025 FORD MAVERICK XLT AWD CREW CAB PICKUP TRUCK FOR INSPECTION SERVICES (AL STATE CONTRACT)	\$30,809.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013254-00 FY 2025 PO 25004347 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 MAVERICK XLT CREW CAB, AWD 302A PACKAGE; OXFORD WHITE IN COLOR; 2.0L ECOBOOST, CLOTH SEATS-BLUE 4-CORNER LED STROBE LIGHTS-WHITE FRONT/AMBER REAR; ALL-WEATHER FLOOR MATS MAVERICK XLT CREW CAB, AWD 302A PACKAGE; OXFORD WHITE IN COLOR; 2.0L ECOBOOST, CLOTH SEATS-BLUE 4-CORNER LED STROBE LIGHTS-WHITE FRONT/AMBER REAR; ALL-WEATHER FLOOR MATS DELIVERY TO MOBILE, 171 MILES AT \$2.00 PER MILE FOR TOTAL OF \$344.00 AS PER STATE OF ALABAMA CONTRACT T-191 MA2200000003128-6 Additional Description Notes ----- MAVERICK XLT CREW CAB, AWD 302A PACKAGE; OXFORD WHITE IN COLOR; 2.0L ECOBOOST, CLOTH SEATS-BLUE 4-CORNER LED STROBE LIGHTS-WHITE FRONT/AMBER REAR; ALL-WEATHER FLOOR MATS	1.00 EACH	30465.00000	30465.00

DELIVERY TO MOBILE, 171 MILES AT \$2.00 PER MILE FOR TOTAL OF \$344.00

AS PER STATE OF ALABAMA CONTRACT T-191 MA2200000003128-6

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013254-00 FY 2025 PO 25004347 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
REQUESTED BY 5530-INSPECTION SERVICES			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP.			30465.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	1.00 EACH	344.00000	344.00
Vendor Item Inventory Item/Loc 14009			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP.			344.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013254-00 FY 2025 PO 25004347 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 30809.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP.	30809.00	27855.76

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	30809.00	13526873.59
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	01/30/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	01/30/25	CHARLES SUMRALL	Approve Spec
Approved	01/30/25	SHONNDA SMITH	Auto approved by: 910518787

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013254-00 FY 2025 PO 25004347 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 4
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/30/25 CHERI BOUCHER			
Approved	01/30/25 ASHLEY PHILLIPS			
Approved	01/31/25 DONALD ROSE			
Approved	01/31/25 SANDRA LEWIS			
Approved	01/31/25 STEVEN KRONINGER			
Approved	01/31/25 SAMANTHA COOLEY			
Approved	01/31/25 LONELL HARRIS			
Approved	01/31/25 ANNE FOLEY			
Approved	01/31/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



Contract Header

Contract

Ford Fleet T191 Stivers Ford

Type

Master Agreement

Supplier

Stivers Ford Lincoln

Contract Code

MA220000003128

Linked Solicitation

Ford Fleet T191 -Bid-

Sourcing Number

SRC0000007870

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
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford_Bid_specs T191 5-23-22.pdf
- Master_Agreement_V1.pdf
- Ordering Summary as of September 26, 2023.docx

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	40,169.00 Each
Ford Maverick	220000003128-6	26,189.00 Each
Ford Transit Cargo Van	220000003128-10	43,337.00 Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00 Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00 Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00 Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00 Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00 Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00 Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00 Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00 Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00 Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00 Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00 Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00 Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00 Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00 Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00 Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00 Each
Ford Diesel Engine Upgrade	220000003128-29	9,756.00 Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00 Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00 Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00 Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00 Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00 Each

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 9/23/24
Version: 25.0

2025 FORD MAVERICK -- STATE CONTRACT T191

CONTRACT NUMBER: 220000003128-6

CONTRACT AMOUNT: \$26,189

MODEL SERIES W8A

ORDER CODE 100A

SuperCrew 5-Passenger seating

W8A	Maverick XL Crew Cab, FWD 100A Package, 2.5L Hybrid	CONTRACT BASE MODEL	\$ 26,189	☐
9W	Cloth Seats - Ebony		NC	☐
W8B	Maverick XL Crew Cab, AWD 101A Package, 2.5L Hybrid		\$ 28,253	☐
9W	Cloth Seats - Ebony		NC	☐
W8B	Maverick XL Crew Cab, AWD 102A Package, 2.0L EcoBoost		\$ 27,137	☐
9W	Cloth Seats - Ebony		NC	☐
W8H	Maverick XLT Crew Cab, FWD 300A Package, 2.5L Hybrid		\$ 28,639	☐
7B	Cloth Seats - Blue		NC	☐
W8J	Maverick XLT Crew Cab, AWD 301A Package, 2.5L Hybrid		\$ 30,703	☐
7B	Cloth Seats - Blue		NC	☐
W8J	Maverick XLT Crew Cab, AWD 302A Package, 2.0L EcoBoost		\$ 29,587	☒
7B	Cloth Seats - Blue		NC	☐

OPTIONS

90K	Power 8-Way Driver Seat		\$ 285	☐
60B	Trailer Hitch Receiver w/ 4 & 7 Pin Connector		\$ 100	☐
ST1	4-Corner LED Strokes - White Front / Amber Rear		\$ 689	☒
SL1	Spray-In Bedliner		\$ 539	☐
DL1	Drop-In Bedliner		\$ 289	☐
CS1	Camper Shell		\$ 2,655	☐
TC1	Tri-Fold Tonneau Cover		\$ 1,195	☐
KEY	2 Extra Keys		\$ 600	☐
FM2	All-Weather Floor Mats		\$ 189	☒

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	NC	☒	E7	Velocity Blue	NC	☐
G1	Shadow Black	NC	☐	FA	Eruption Green	NC	☐
A3	Space White Metallic	NC	☐	G4	Azure Gray (XLT Only)	\$ 495	☐
M7	Carbonized Gray	NC	☐	RR	Ruby Red Metallic	\$ 390	☐
VA	Desert Sand	NC	☐				

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Delivery Address: 770 Gayle St. Mobile, AL.

\$ 344.⁰⁰ ☒

TOTAL VEHICLE (Required) \$30,809.⁰⁰ ☒

Customer: _____

Contact: _____

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required): _____

PURCHASE ORDER NUMBER: (Required)

QUANTITY



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Thinkgard LLC for annual renewal of cybersecurity network monitor and protection software and services for MIT.

Amount of Contract:

\$21,060.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250204 Think Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 11 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 Thinkgard LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thinkgard LLC for annual renewal of cybersecurity network monitor and protection software and services for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$21,060.00

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. Bid exempt as software. Exempt under AI Code 41-16-51(a)(15)

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11343</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CYBERSECURITY NETWORK MONITOR AND PROTECTION SOFTWARE AND SERVICES FOR MIT (PROFESSIONAL SERVICE. BID EXEMPT AS SOFTWARE. BID EXEMPT AL CODE 41- 16-51(A)(15))	\$21,060.00	<u>(297326)</u> <u>THINKGARD LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011343-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/25	297326	01/24/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
001	Security Information Event Management (SIEM) & Security Orchestration Automation & Response (SOAR) Services - "Standard" (500 GB Consumption) Includes the following support and maintenance services Standard Plan: (1 Year Agreement) • Consumption Tier: 500 GB (Monthly) • Search Event Storage: 30 Days • Searchable Alarms & Vulnerabilities: 1 Year • Cold Storage of Logs: Contract Duration • Notifications: o Email o AWS o SNS o Slack o DataDog • Includes: o Response Orchestration o Built-In Compliance Reports o Federation Ready o Advance AlienApps (Consumption Tier: 500 GB Monthly) Standard Plan: (1-Year Agreement) Includes 2 sensors Search Event Storage: 30 Days Cold storage of logs: duration of contract	1.00 EACH	21060.00000	21060.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			21060.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011343-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/25	297326	01/24/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 21060.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	21060.00	2996424.09
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/24/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/24/25	SCOTT KEARNEY	
Approved	01/24/25	UDARA JAYASENA	Auto approved by: 91057606
Queued	01/24/25	DONALD ROSE	Auto approved by: 91057606
Queued	01/24/25	SANDRA LEWIS	Auto approved by: 91057606
Queued	01/24/25	STEVEN KRONINGER	Auto approved by: 91057606
Queued	01/24/25	SAMANTHA COOLEY	Auto approved by: 91057606



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 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 Top Notch Tree Care LLC for the tree planting on Airport Boulevard for Urban Forestry.

Amount of Contract:

\$28,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250204 TopNotch Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 11 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 Top Notch Tree Care LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Top Notch Tree Care LLC for the tree planting on Airport
Boulevard for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$28,500.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Price quote.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14404</u>	2025	(2018) FORESTRY	TREE PLANTING ON AIRPORT BLVD FOR URBAN FORESTRY (PRICE BELOW BID REQUIREMENT)	\$28,500.00	<u>(295399) TOP NOTCH TREE CARE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014404-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 TOP NOTCH TREE CARE LLC
 P O BOX 160387

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

MOBILE, AL 36616

Tel#251-786-1749
 Fax 251-476-7958

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	295399				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
001 TREE PLANTING AIRPORT BLVD - I-65 TO MCGREGOR AS PER YOUR QUOTE DATED 1-30-2025 AND THE ATTACHED CITY OF MOBILE SPECIFICATIONS.	1.00 EACH	28500.00000	28500.00
1 1000.40.20.2070.2018.2070.0000.0000.42070.			28500.00

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Requisition Link

Requisition Total 28500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	28500.00	1789858.22
FORESTRY EXP	CONTRACT LABOR	

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014404-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 TOP NOTCH TREE CARE LLC
 P O BOX 160387

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

MOBILE, AL 36616

Tel#251-786-1749
 Fax 251-476-7958

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	295399				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/30/25 SHONNDA SMITH	Auto	approved by: 910518787	
Approved	01/30/25 CHERI BOUCHER			
Approved	01/30/25 ASHLEY PHILLIPS	Auto	approved by: 910518787	
Approved	02/03/25 DONALD ROSE	Auto	approved by: 9105paij	
Approved	02/03/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	02/03/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	02/03/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	02/03/25 LONELL HARRIS	Auto	approved by: 9105paij	
Approved	02/03/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	02/03/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 11, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

Exterior Repairs on demo lights on balcony and fill concrete to eliminate leaking to rooms.

Amount of Contract:

\$214,000.00

Funding Source

C0909 - MUSEUM OF ART EXTERIOR REPAIRS - 20002000-48010

ATTACHMENTS:

1. MMOA Change Order #2

REVIEWERS:

Marilyn Bullard

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION- AMENDMENT

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, a Change Order # 2, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. The City council finds that the work to be performed was not initially anticipated, is necessary, is time sensitive, the cost is reasonable, and using a contractor already mobilized is in the best interest of the public and the City. Whereby, the sum of \$14,375.00 will be added to the original contract amount of \$214,000.00 and Change Order # 1 of \$16,100.00. A copy of said contract is on file in the office of the City Clerk.

Name of Company: DEL-CON, LLC.

Project Name: MMOA EXTERIOR REPAIRS.

Project Number: MU-007-24

Amount: \$14,375.00 (Additional Amount)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MUSEUM OF ART EXTERIOR REPAIRS

CAPITAL PROJECT #: C0903 (20002000-48010)

CONTRACT AMOUNT: \$214,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-007-24

PROJECT DESCRIPTION: MMOA EXTERIOR REPAIRS

VENDOR NAME: DEL-CON, LLC.

VENDOR NUMBER: 299188

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: 02/04/2025



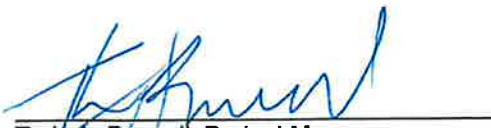
JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: MMOA – EXTERIOR REPAIRS
PROJECT LOCATION: 4850 MUSEUM DR., MOBILE, AL 36607
DISTRICT #: 7
PROJECT#: MU-007-24
CAPITAL PROJECT # & NAME: C0903; MMOA EXTERIOR REPAIRS
CONTRACT #: 5008
VENDOR NAME: DEL-CON, LLC
VENDOR #: 299188

The attached change order number one (1) to contract with Del-Con, LLC dated 01.29.2025 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.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.



T. Jody Russell, Project Manager
Architectural Engineering Department



Carleen Stout-Clark (Feb 4, 2025 05:47 CST)

Carleen Stout Deputy Director
REAM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 02/04/2025

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: DEL -CON, LLC V# 299188

DISTRICT#: Select Item.7

DEPT. PROJECT#: MU-009-23

REQUEST: ^{ADD} Please Select option. \$9,375.00 from Capital Project#/Title:

to contract# 5008.

Total amount of Change Order: \$ 9,375.00

Current contract amount: \$ 230,100.00

Revised contract amount: \$ 239,475.00

Comments: TO INCREASED THE CONTRACT SUM BY THE ABOVE AMOUNT FOR

ADD'T SCOPE OF WORK NOT INCLUDED IN THE ORIGINAL CONTRACT DEMO LIGHT
IN BALCONY FILL CONCRETE ELIMINATE LEAKING TO ROOMS. PRICE INCLUDES
COVER OVER NEW CONCRETE THAT WILL BE WATERPROOFED

Marilyn Bullard
Employee signature

Carleen Stolt-Clark
Approval signature



Change Request SUMMARY

CO No.
Reference (RFI, ASI, etc.)
Date:

2
Owner
12/2/2024

Project No. 024-AL012

Project Name: Mobile Museum of Art Exterior Repairs

Contractor Name: DEL-CON LLC

Description of Work: Demo abandoned light fixtures in balcony and fill with concrete to eliminate leaking to rooms below. Price includes fixed cover over new concrete that will be waterproofed.

Cost Breakdowns (See attached.)

	Breakdown No.	A Total Direct Cost	B OH&P	C Total A+(A X B)
Material		\$ 5,000.00	15 %	\$5,750.00
Labor		\$ 7,500.00	15 %	\$8,625.00
		\$ -	15 %	
			%	
			%	
			%	
			%	
			%	
			%	

Total Change Order Cost \$14,375.00

Amount will be ☒ increased ☐ decreased ☐ unchanged by
(Sum of Change Request Subtotal)

\$14,375.00

Days will be ☒ increased ☐ decreased ☐ unchanged by
(Attach supporting data such as meteorological reports)

4 days

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT: Mobile Museum of Art -
Exterior Repairs
ADDRESS: 4850 Museum Drive
Mobile, Alabama 36608
TO CONTRACTOR: Del-Con, LLC
ADDRESS: P.O.Box 916
Berwick, LA 70342

CHANGE ORDER NO.: (2) Two
DATE: January 15, 2024
PROJECT NO.: MU-007-24
CONTRACT DATE: July 23, 2024

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto:

THE CONTRACT IS CHANGED AS FOLLOWS: Due to unforeseen circumstances found outside of the initial scope of work for the project, a change order is needed to repair additional concrete areas (light cavity repair) on the balcony. To increase the contract sum for additional scope of work for \$14,375.00 which includes the Contingency Allowance of Five Thousand (\$5,000.00).

Original Contract Sum was.....	\$214,000.00
Net change by previously authorized Change Orders.....	\$ 16,100.00
Contract Sum prior to this Change Order was.....	\$230,100.00
Proposal (Light Cavity Repair on Balcony).....	\$ 14,375.00 (which includes \$5,000.00)
New Contract Sum including this Change Order will be.....	\$244,475.00

Contract Time will be changed/unchanged by..... One hundred and twenty (120) days.
The date of Substantial Completion as of this Change Order is.... October 14, 2024

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Mobile
ARCHITECT/OWNER

C. Stout
Carleen Stout-Clark (Feb 4, 2025 05:47 CST)

SIGNATURE

Carleen Stout, REAM Deputy Director
(Printed Name/Title)

02/04/2025

DATE

MAYOR (Signature)

ATTEST:

CITY CLERK

Del-Con, LLC
CONTRACTOR

SIGNATURE

Mike Delatte, Owner
(Printed Name/Title)

1/30/25
DATE

DATE

(Corporate Seal if applicable)



MEMORANDUM

TO: City Legal

FROM: Architectural Engineering Department

DATE: January 9, 2024

SUBJECT: Mobile Museum of Art – Exterior Repairs
4850 Museum Drive, Mobile, Alabama 36608

Project No. MU-007-24

JUSTIFICATION FOR CHANGE ORDER:

The attached Change Order will increase the Contract Sum due to the unforeseen repairs not included in the initial scope of work. This work is to repair covered light cavities located on the balcony to prevent additional leaking to the lower floor/offices. It is in the best interest of the City to use the current contractor as they will not need to remobilize a new contractor, will not need to rebid the project, and the cost for the additional repairs is fair and reasonable to complete.

Original Contract Sum was.....	\$214,000.00
Net change by previously authorized Change Orders.....	\$ 16,100.00
Contract Sum prior to this Change Order was.....	\$230,100.00
Proposal 2 (Light Cavity Repair on Balcony).....	\$ 14,375.00
New Contract Sum including this Change Order will be.....	\$244,475.00

Sincerely,

(Thomas) Jody Russell
Project Manager
Architectural Engineering Department



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: MMOA – EXTERIOR REPAIRS
PROJECT LOCATION: 4850 MUSEUM DR., MOBILE, AL 36607
DISTRICT #: 7
PROJECT #: MU-007-24
CAPITAL PROJECT # & NAME: C0903; MMOA EXTERIOR REPAIRS
CONTRACT #: 5008
VENDOR NAME: DEL-CON, LLC
VENDOR #: 299188

The attached change order number one (1) to contract with Del-Con, LLC dated 01.09.25, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

T. Jody Russell, Project Manager
Architectural Engineering Department

Cassie Boatwright (Jan 9, 2025 11:39 CST)
Cassie Boatwright, Director
Real Estate Asset Management

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT: Mobile Museum of Art -
Exterior Repairs
ADDRESS: 4850 Museum Drive
Mobile, Alabama 36608
TO CONTRACTOR: Del-Con, LLC
ADDRESS: P.O.Box 916
Berwick, LA 70342

CHANGE ORDER NO.: (1) One
DATE: December 12, 2024
PROJECT NO.: MU-007-24
CONTRACT DATE: July 23, 2024

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto:

THE CONTRACT IS CHANGED AS FOLLOWS:

Due to unforeseen circumstances found outside of the initial scope of work for the project, a change order is needed to repair additional concrete areas (joint sealant repair) on the balcony.

Original Contract Sum was.....	\$214,000.00
Net change by previously authorized Change Orders.....	\$ 0.00
Contract Sum prior to this Change Order was.....	\$214,000.00
Proposal (Joint Sealant Repair on Balcony).....	\$ 16,100.00
New Contract Sum including this Change Order will be.....	\$230,100.00

Contract Time will be changed/unchanged by..... One hundred and twenty (120) days.
The date of Substantial Completion as of this Change Order is.... October 14, 2024

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Mobile
ARCHITECT/OWNER

C. Boatwright
Cassie Boatwright (Jan 9, 2025 13:39 CST)

SIGNATURE

Cassie Boatwright, REAM Director
(Printed Name/Title)

01/09/2025

DATE
William S. Stimpson
2025.01.27 10:00:37 -06'00'

MAYOR (Signature)

ATTEST:



Lisa C. Santant
CITY CLERK

Del-Con, LLC

CONTRACTOR

Michael Delatte
Michael Delatte (Jan 9, 2025 13:12 CST)

SIGNATURE

Mike Delatte, Owner
(Printed Name/Title)

01/09/2025

DATE
27 day of January 2025

DATE

(Corporate Seal if applicable)



MEMORANDUM

TO: City Legal

FROM: Architectural Engineering Department

DATE: December 12, 2024

SUBJECT: Mobile Museum of Art – Exterior Repairs
4850 Museum Drive, Mobile, Alabama 36608

Project No. MU-007-24

JUSTIFICATION FOR CHANGE ORDER:

The attached Change Order will increase the Contract Sum due to the unforeseen repairs not included in the initial scope of work. This work is to provide a new sealant edge around the balcony. It is in the best interest of the City to use the current contractor as they will not need to remobilize a new contractor, will not need to rebid the project, and the cost for the additional repairs is fair and reasonable to complete.

Original Contract Sum was.....	\$214,000.00
Net change by previously authorized Change Orders.....	\$ 0.00
Contract Sum prior to this Change Order was.....	\$214,000.00
Proposal 1 (Joint Sealant Repair on Balcony).....	\$ 16,100.00
New Contract Sum including this Change Order will be.....	\$230,100.00

Sincerely,

(Thomas) Jody Russell
Project Manager
Architectural Engineering Department



Change Request SUMMARY

CO No.
Reference (RFI, ASI, etc.)
Date:

1
Owner
12/4/2024

Project No. 024-AL012
Project Name: Mobile Museum of Art Exterior Repairs

Contractor Name: DEL-CON LLC

Description of Work: Continuous sealant replacement at the balcony. This price includes removing old material and replacing it with new specified sealant. This price does not include the metal cover that will be placed over the newly caulked joint where the balcony meets the wall.

Cost Breakdowns (See attached.)

	Breakdown No.	A Total Direct Cost	B OH&P	C Total A+(A X B)
Material		\$ 4,500.00	15 %	\$5,175.00
Labor		\$ 9,500.00	15 %	\$10,925.00
		\$ -	15 %	
			%	
			%	
			%	
			%	
			%	
			%	
Total Change Order Cost				\$16,100.00

Amount will be ☒ increased ☐ decreased ☐ unchanged by
(Sum of Change Request Subtotal)

\$16,100.00

Days will be ☒ increased ☐ decreased ☐ unchanged by
(Attach supporting data such as meteorological reports)

4 days



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2025

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 Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393		CONTACT NAME: Danette Bourgoyne PHONE (A/C, No, Ext): 985-513-5046 E-MAIL: Danette_Bourgoyne@ajg.com FAX (A/C, No):	
INSURED Del-Con, LLC PO Box 34 Gonzales LA 70707		INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Company INSURER B: Atain Insurance Company INSURER C: StarStone National Insurance Company INSURER D: INSURER E: INSURER F:	
DEL-LLC-01		NAIC # 12203 29033 25496	

COVERAGES

CERTIFICATE NUMBER: 1277772712

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ABKG000000244	12/8/2024	12/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA43602146	7/8/2024	7/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CSX00259290P00	12/8/2024	12/8/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N	N/A		PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is an Additional Insured as respects to the General Liability pursuant to and subject to the policy's terms, definitions, conditions and exclusions, if required by written contract.

The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing, if required by written contract.

Waiver of Subrogation applies to certificate holder, as respects to the General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions, if required by written contract.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile AL 36633
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: DEL-LLC-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Del-Con, LLC PO Box 34 Gonzales LA 70707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Project Name: Mobile Museum of Art – Exterior Repairs Project Number: MU-007-24 City of Mobile is Included as an Additional Insured in respect to General Liability, Hired/Non-Owned Automobile Liability and Excess Liability. All policies, mentioned above, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Hired/Non-Owned Automobile Liability, Excess Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
Project or Job #: MU-007-24



DEL-LLC-02

SGRESSAFFA

DATE (MM/DD/YYYY)

1/8/2025

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 231432 Hub International Gulf South 3510 N. Causeway Boulevard Suite 300 Metairie, LA 70002	CONTACT NAME: Brittany Deliberto PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: brittany.deliberto@hubinternational.com														
INSURED Del-Con, LLC PO Box 916 Berwick, LA 70342-0916	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: AmFed National Insurance Agency</td><td>11208</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AmFed National Insurance Agency	11208	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X 125-5010851	1/2/2025	1/2/2026	☒ 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)

Project name: Mobile Museum of Art - Exterior Repairs

Blanket waiver of subrogation is extended to holder as required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

21-648

2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: Del-Con, LLC

Project Name: Mobile Museum of Art - Exterior Repairs

Project Number: MU-007-24

Amount: \$214,000.00

Adopted: **JUL 23** 2024



City Clerk

V#299183
C0903
C#5003

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 13 day of July 2024 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)

Del-Con, LLC.
P.O. Box 916
Berwick, LA 70342
City of Mobile Business License Number: 128922
Secretary of State Registration Number: 000-647-708

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

Mobile Museum of Art – Exterior Repairs
4850 Museum Drive
Mobile, AL 36608
MU-007-24
Scope: Soft wash exterior, repair damaged concrete, and prime/paint all painted surfaces.
The Architect:
(Name, legal status, address and other information)

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

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.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1194030416)

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 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)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two hundred Fourteen Thousand and 00/100 Dollars (\$ 214,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$159,500.00
Contingency Allowance: \$5,000.00
Total Bid: \$164,500.00
Alternate#1: \$49,500.00

Total Contract Sum: \$214,000.00

§ 4.2 Alternates

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

Item	Price
Alternate #1	\$49,500.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Five thousand and 00/100" (\$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)
Unit Price #1 Gasket Replacement	Per 100 LF	\$ 2,200.00

§ 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.

Init.

§ 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.)

Init.

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Del-Con, LLC. has completed the contract for MU-007-24, Mobile Museum of Art – Exterior Repairs. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Init.

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User Notes:

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(1194030416)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Chad Rhodes, SC Project Manager
P.O. Box 916
Berwick, LA 70342
chadr@del-con.com
251-604-8266

§ 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 |
- .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 Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

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

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

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or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
A2.0	Exterior Elevations	April 17, 2024
A2.1	Exterior Elevations	April 17, 2024
A2.2	Exterior Masonry Section/Elevation	April 17, 2024
A2.3	Exterior Masonry Section/Elevation	April 17, 2024
A2.5	Building Sections	April 17, 2024
A2.8	Building Sections	April 17, 2024
A2.9	Building Sections	April 17, 2024
A2.10	Building Sections	April 17, 2024
A2.11	Building Sections	April 17, 2024
A2.30	Canopy Elevations, Plan Details	April 17, 2024
A2.31	Canopy Details	April 17, 2024
A6.4	Finish Schedule Partial Plan Ground Floor	April 17, 2024
A6.6	Finish Schedule Partial Plan First Floor	April 17, 2024
A6.7	Finish Schedule Partial Plan First Floor	April 17, 2024
S0.1	Design Load Plan	April 17, 2024
D001	Surfaces to be Primed/Painted	April 17, 2024
D002	Alternate #1 Sidewalk, Circular Drive, Retaining Walls	April 17, 2024
D003	Alternate #3 Window Gasket Replacement Areas	April 17, 2024

- .4 Product Data:

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Section	Title	Date
PD001	SW Loxon Concrete and Masonry Primer-Sealer	April 17, 2024
PD002	SW Loxon Self-Cleaning Acrylic Coating – Satin	April 17, 2024
PD003	SW Siloxane Water Repellent	April 17, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	April 29, 2024
Addendum 2	May 10, 2024
Addendum 3	May 15, 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
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	Application and Certificate for Payment
	AIA Document G702
	AIA Document 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

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AIA Document G707
Request for Taxpayer Identification Number and Certification W-9
Form and City of Mobile Vendor Information Form
E-Verify Documentation (Sample)

Section 00700

General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2** Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5** Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6** Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7** Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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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: Del-Con, LLC.


OWNER (Signature)


CONTRACTOR (By Signature)

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

Chad Rhodes, SC Project Manager
(Printed name and title)

ATTEST:


City Clerk



STATE OF Alabama
COUNTY OF E Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Chad Rhodes as SC Project Manager of Del-Con, LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 20th day of June, 20 24.


NOTARY PUBLIC

My Commission Expires: 02/11/2028

LESLIE NAN RHODES
NOTARY PUBLIC
ALABAMA STATE AT LARGE

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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 Del-Con, LLC, P.O. Box 916 Berwick, LA 70342, hereinafter called the Principal, and Markel 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 Fourteen Thousand and 00/100 Dollars (\$214,000.00) 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 Mobile Museum of Art -- Exterior Repairs MU-007-24 4850 Museum Drive Mobile, AL 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 20 day of June, 2024.

CONTRACTOR AS PRINCIPAL

Company: Del-Con, LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: Chris Rundles, Sr. Project Manager**SURETY**

Company: Markel Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Norma Toups, Attorney-in-Fact

Resident Agent: _____

(Signature)

Name and Title: Julie Livingston, AL Resident Agent
Company Name: Cadence Insurance-a Gallagher Company
Address: 7515 Halcyon Summit Drive, Suite 301
Montgomery, AL 36117
Phone and Fax: (334) 386-3325 / (334) 386-3326

Owner's Representative: Cassie Boatwright

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

Performance Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kathleen L. Berni, George V. Baus Jr., Gregory R. Weston, Jared Viola, Norma Toups

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 19th day of April, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

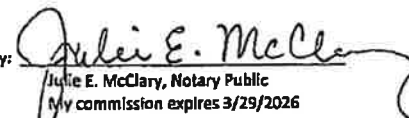
By: 
Undey Jennings, Vice President

State of Texas
County of Harris:

On this 19th day of April, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

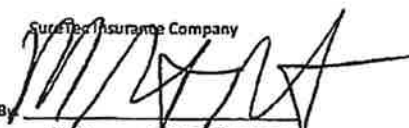
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Matouls, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 1810055
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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, Del-Con, LLC, P.O. Box 916 Berwick, LA 70342, as Principal, and Markel 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 Fourteen Thousand and 00/100 Dollars (\$214,000.00) 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 Oblige, 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 Mobile Museum of Art - Exterior Repairs MU-007-24 4850 Museum Drive Mobile, AL 36608, which, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Norma Toups **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 20th day of June, 2024

CONTRACTOR AS PRINCIPAL
Company: Del-Con, LLC
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title:
Chief Executive, Sr. Project Manager

SURETY
Company: Markel Insurance Company
(Corporate Seal)

By: Norma Toups
(Signature)

Name and Title: Norma Toups, Attorney-in-Fact

Resident Agent: Julie Livingston
(Signature)
Name and Title: Julie Livingston, AL Resident Agent
Company Name: Cadence Insurance-A Gallagher Company
Address: 7515 Halcyon Summit Drive, Suite 301
Montgomery, AL 36117
Phone and Fax: (334) 386-3325 / (334) 386-3326

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

Labor and Material Payment Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kathleen L. Berni, George V. Baus Jr., Gregory R. Weston, Jared Viola, Norma Toups

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

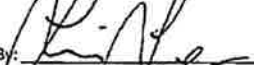
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of April, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

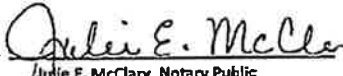
By: 
Undey Jennings, Vice President

State of Texas
County of Harris:

On this 18th day of April, 2024 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Matquils, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 1810055
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archimede.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Del-Con LLC
Address	9786 Timberline Ste A Daphne, AL 36526
Telephone	251-604-8266
E-Mail	chad@del-con.com

RFP/RFQ Solicitation Number	MU-007-24
Project Description	Mobile Museum of Art Exterior Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☒ SDVO ☐
Total # of Employees	8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Del-Con LLC
Signature: Chad Rhodes Date: 5/28/2024
Title: Sr 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: Chad Rhodes Title: Sr Project Manager
Email: chad@del-con.com Phone: 251-604-8266

Page 2 of 5

Subcontractor/Supplier Plan

4/5/2021

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

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

Please Print Company Del-Con Your Bid/Proposal Amount \$ _____

Name of Bidder/Proposer: Del-Con, LLC Chad Rhodes

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Del-Con LLC
Contact Person: Cheryl Rhodes Phone 251-604-8266 Email cheryl@del-con.com
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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



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

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

✓ _____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Danette Bourgoyne

PHONE (A/C, No, Ext): 985-513-5048

FAX (A/C, No):

E-MAIL ADDRESS: Danette.Bourgoyne@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Evanston Insurance Company

35378

INSURER B: Republic-Vanguard Insurance Company

40479

INSURER C: Scottsdale Insurance Company

41297

INSURER D:

INSURER E:

INSURER F:

INSURED
Del-Con, LLC
PO Box 916
Berwick LA 70342

DEL-LLC-01

COVERAGES

CERTIFICATE NUMBER: 1806306291

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	MKL4V4PBC003847	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CNO555196004	7/8/2023	7/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CXS4014317	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Mobile Museum of Art - Exterior Repairs Project Number: MU-007-24

City of Mobile is included as an Additional Insured in respect to General Liability, Hired/Non-Owned Automobile Liability and Excess Liability. All policies, mentioned above, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Hired/Non-Owned Automobile Liability, Excess Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
Project or Job #: MU-007-24

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

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

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

PRODUCER	CONTACT NAME: Kelly Thibodeaux	
Terrebonne Insurance Agency, Inc.	PHONE (A/C, No, Ext): (985) 851-3080	
210 Mystic Blvd	FAX (A/C, No): (985) 851-0304	
	E-MAIL ADDRESS: CLservice@terrebonneinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Houma LA 70360	INSURER A: Louisiana Construction & Industry SIF	
INSURED	INSURER B:	
Del-Con, LLC	INSURER C:	
P.O. Box 916	INSURER D:	
	INSURER E:	
Berwick LA 70342	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL23122947767

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	ADOL SUBR MSD WYD	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 - COM/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y N/A	29404-24	1/2/2024	1/2/2025	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project name
Mobile Museum of Art - Exterior Repairs

Blanket Waiver of Subrogation as required by written contract with a 30 day Notice of Cancellation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE K Thibodeaux/JILLIA <i>Kelly Thibodeaux</i>

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)



Company ID Number: 1837764

Approved by:

Employer Del-Con, LLC.	
Name (Please Type or Print) Alison DeLatte	Title
Signature Electronically Signed	Date 05/24/2022
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2022



Company ID Number: 1837764

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Del-Con, LLC.
Company Facility Address	1209 N. Victor II Blvd. Morgan City, LA 70380
Company Alternate Address	PO Box 916 Berwick, LA 70342
County or Parish	SAINT MARY
Employer Identification Number	680593632
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	2 site(s)



Alabama Secretary of State



Del-Con, LLC	
Entity ID Number	000-647-708
Entity Type	Foreign Limited Liability Company
Principal Address	608 Shadowlawn Berwick, LA 70342
Principal Mailing Address	PO Box 916 Berwick, LA 70342
Status	Exists
Place of Formation	Louisiana
Formation Date	11/16/2016
Qualify Date	09/14/2020
Registered Agent Name	LegalCorp Solutions LLC
Registered Office Street Address	4142 CARMICHAEL ROAD Montgomery, AL 36106
Registered Office Mailing Address	4142 CARMICHAEL ROAD Montgomery, AL 36106
Nature of Business	
Doing Business in AL Since	12/01/2020
Scanned Documents	
Document Date / Type / Pages	09/14/2020 Certificate of Formation 2 pgs.

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
For Property located at
1400 Dauphin Island Parkway, 2007 Webb Avenue,
and 2006 McVay Drive North

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 18th day of March 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1400 Dauphin Island Parkway, 2007 Webb Avenue, and 2006 McVay Drive North.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS 1, 2, 3, 4 & 5, BLOCK 3, RESUBDIVISION OF ENGLEWOOD SUBDIVISION, AS RECORDED IN MAP BOOK 4 PAGES 575-577, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LYING WEST OF DAUPHIN ISLAND PARKWAY.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District**, until all of the conditions set forth below have been complied with: **1. Completion of the subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of March, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 19th day of February, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1400 Dauphin Island Parkway, 2007 Webb Avenue and 2006 McVay Drive North.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. Completion of the subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District**, until all of the conditions set forth below have been complied with: **1. Completion of the subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**New Life United Methodist Church
(Kari Givens, Byrd Surveying, Inc., Agent)
1400 Dauphin Island Parkway, 2007 Webb Avenue and 2006 McVay Drive North
Council District 3
C.J. Small**



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

February 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on January 16, 2025, considered the request of **New Life United Methodist Church** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business Suburban District**, for the property located at **1400 Dauphin Island Parkway, 2007 Webb Avenue, and 2006 McVay Drive North**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

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

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

adopted:

Lisa Lambert, City Clerk

**New Life United Methodist Church
(Kari Givens, Byrd Surveying, Inc., Agent)
1400 Dauphin Island Parkway, 2007 Webb Avenue and 2006 McVay Drive North
Council District 3
C.J. Small**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 29, 2025

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

Re: 1400 Dauphin Island Parkway, 2007 Webb Avenue and 2006 McVay Drive North
ZON-UDC-003172-2024
Fulton Heights Subdivision
New Life United Methodist Church (Kari Givens, Byrd Surveying, Inc., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

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

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

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

ZON-UDC-003172-2024 New Life United Methodist Church
January 29, 2025

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

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

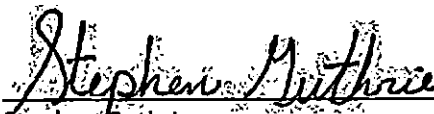
The advertising fee for this application is based on the current legal description is **\$300.58**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

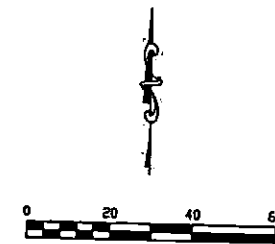
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

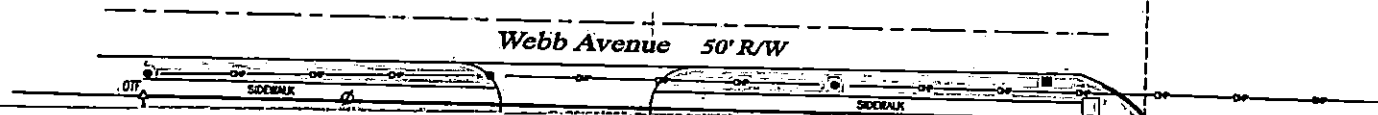
MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

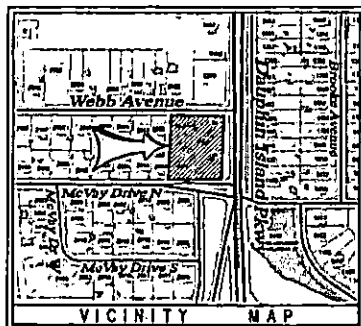
By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



EXISTING B-2 ZONING



PARKING REQUIRED :
 BUILDING (1 SPACE / 300 S.F.) = 17 SPACES
 PARKING PROVIDED
 REGULAR : = 32 SPACES
 HANDICAP : = 2 SPACES
 TOTAL = 34 SPACES



2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL, AND STORM WATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
7. SITE IS LIMITED TO ONE CURB CUT TO WEBB AVENUE AND ONE CURB CUT TO McVAY DRIVE NORTH, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.
8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.
9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE. (2012 INTERNATIONAL FIRE CODE).

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4 & 5, BLOCK 3, RESUBDIVISION OF ENGLEWOOD SUBDIVISION, AS RECORDED IN MAP BOOK 4 PAGES 575-577, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LYING WEST OF DAUPHIN ISLAND PARKWAY.

REZONE FOR UNITED METHODIST CHURCH R-1 TO B-2 (SUBURBAN)

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
 BYRD SURVEYING

2609 HALLS MILL ROAD
 (251) 476-5010
 SCALE : 1" = 20'
 24BS196

MOBILE, ALABAMA
 BYRD@BYRDSURVEYING.BIZ
 SEPTEMBER 30, 2024



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, Sheila Bates, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of NEW LIFE UNITED METHODIST CHURCH, a corporation for the property located within the city limits of Mobile, Alabama at 1400 DAUPHIN ISLAND PARKWAY.

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

BYRD SURVEYING

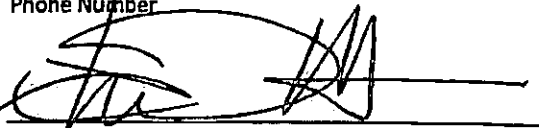
Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

12/4/24
Date

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THE PROPOSED USE OF THIS PROPERTY IS FOR A COMMERCIAL MODERATELY SCALED USE WHICH IS CONSISTENT WITH THE TRADITIONAL CORRIDOR DESIGNATION.

TRADITIONAL CORRIDOR

Future Land Use Map (FLUM) Designation

B-2, SUBURBAN

Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
THIS ZONING CHANGE WILL ALLOW FOR A NEW DEVELOPMENT OF THIS SITE AND WILL ELIMINATE A SHUTTERED AND DETERIORATING BUILDING. IT WILL ALLOW RESIDENTS TO USE AND PATRONIZE THE NEW BUSINESS AND WILL ENCOURAGE NEW DEVELOPMENT IN AN AREA OF DECLINE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS PROPERTY HAS BEEN USED AS A CHURCH FOR MANY DECADES AND IS THEREFORE ZONED R-1, RESIDENTIAL. THIS LOCATION HAS NO UTILITY OR VALUE IN ITS CURRENT ZONING CLASSIFICATION.

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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

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

OTHER THAN A DOLLAR GENERAL BUILT IN 2016 A QUARTER OF A MILE FROM THE SUBJECT, THERE HAS BEEN NO DEVELOPMENT IN THIS PART OF DAUPHIN ISLAND PARKWAY.

2. Describe the surrounding land uses.

VACANT AND OCCUPIED RESIDENTIAL PROPERTIES AND B-2 RETAIL USES.

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

NONE

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

YES, ALL INFRASTRUCTURE IS IN PLACE.

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

THIS DEVELOPMENT WILL BREATHE LIFE AND ENCOURAGE NEW DEVELOPMENT IN AN AREA THAT HAS BEEN IN DECLINE FOR DECADES.

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



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
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Revised February 2023

	Owner	Design Professional
Name:	NEW LIFE UNITED METHODIST	
Firm:	CHURCH OF MOBILE, INC.	
Phone:	251-432-2600	
Email:		
Address:	P. O. BOX 5116, MOBILE, 36605	

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

1400 DAUPHIN ISLAND PARKWAY, 2007 WEBB AVENUE, 2006 MCVAY DRIVE

62600

Property Address

KEY #00987490, #00987508

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1, RESIDENTIAL

B-2, SUBURBAN

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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THE PROPOSED USE OF THIS PROPERTY IS FOR A COMMERCIAL MODERATELY SCALED USE WHICH IS CONSISTENT WITH THE TRADITIONAL CORRIDOR DESIGNATION.

TRADITIONAL CORRIDOR

Future Land Use Map (FLUM) Designation

B-2, SUBURBAN

Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
THIS ZONING CHANGE WILL ALLOW FOR A NEW DEVELOPMENT OF THIS SITE AND WILL ELIMINATE A SHUTTERED AND DETERIORATING BUILDING. IT WILL ALLOW RESIDENTS TO USE AND PATRONIZE THE NEW BUSINESS AND WILL ENCOURAGE NEW DEVELOPMENT IN AN AREA OF DECLINE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS PROPERTY HAS BEEN USED AS A CHURCH FOR MANY DECADES AND IS THEREFORE ZONED R-1, RESIDENTIAL. THIS LOCATION HAS NO UTILITY OR VALUE IN ITS CURRENT ZONING CLASSIFICATION.

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower,
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2073

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

1. Describe the current development trends in the area of the property.
OTHER THAN A DOLLAR GENERAL BUILT IN 2016 A QUARTER OF A MILE FROM THE SUBJECT, THERE HAS BEEN NO DEVELOPMENT IN THIS PART OF DAUPHIN ISLAND PARKWAY.

2. Describe the surrounding land uses.
VACANT AND OCCUPIED RESIDENTIAL PROPERTIES AND B-2 RETAIL USES.

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

NONE

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
YES, ALL INFRASTRUCTURE IS IN PLACE.

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

THIS DEVELOPMENT WILL BREATHE LIFE AND ENCOURAGE NEW DEVELOPMENT IN AN AREA THAT HAS BEEN IN DECLINE FOR DECADES.

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

State of Alabama-Mobile County
I certify this instrument was filed on:
December 22, 2011 at 2:17:12 PM
RECORDING FEE \$25.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$28.00

STATE OF ALABAMA)

COUNTY OF MOBILE)

2011068095
Don Davis, Judge of Probate

**CERTIFICATE OF AMENDMENT
CHANGING NAME FROM FULTON HEIGHTS UNITED METHODIST
CHURCH, INC. TO NEW LIFE UNITED METHODIST CHURCH, INC.
of Mobile**

The undersigned Trustees of FULTON HEIGHTS UNITED METHODIST CHURCH, INC., an Alabama non-profit corporation, acting as the Board of Directors for said non-profit corporation and pursuant to resolution of the Charge Conference, a copy of which is attached hereto as Exhibit A, file this certificate of amendment as required by Code of Alabama, 1975:

1. Name of filing entity: FULTON HEIGHTS UNITED METHODIST CHURCH, INC.
2. Type of filing entity: Alabama non-profit corporation.
3. Date of filing the Articles of Incorporation and the filing offices where filed: March 16, 1993, in the Office of the Judge of Probate, Mobile County, Alabama, at Real Property Book 4030, page 1466.
4. The name shall be changed to NEW LIFE UNITED METHODIST CHURCH OF MOBILE, INC.
5. The amendment has been approved in the manner required by the Code of Alabama, 1975, the bylaws of the corporation, and the Discipline of the United Methodist Church.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 17th day of November, 2011.

TRUSTEES

LaDonn Van Erman
LaDonn Van Erman

Debbie Maloy
Debbie Maloy

Jerry Suiter
JERRY Suiter

Smith L. Armour, Jr.
Smith L. Armour, Jr.

Kathleen Armour
Kathleen Armour

Griffin H. Shreve
GRIFFIN H. SHREVE

This instrument was prepared by:
NAME J. Randall Crane
ADDRESS 56 St. Joseph St. Ste. 711
Mobile, AL 36602

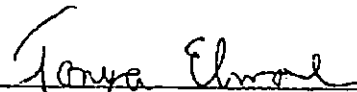
STATE OF ALABAMA)

COUNTY OF MOBILE)

CERTIFICATE OF DISTRICT SUPERINTENDENT

I, **TONYA ELMORE**, District Superintendent of the Mobile District of the Alabama-West Florida Annual Conference of the United Methodist Church, hereby certify that **FULTON HEIGHTS UNITED METHODIST CHURCH, INC.** is located with the Mobile District of said Conference and that I have jurisdiction of said Church, and that the forgoing Certificate of Amendment changing the name to **NEW LIFE UNITED METHODIST CHURCH OF MOBILE, INC.** has been submitted to me and I do hereby, in writing, approve the same as being in conformity with the provisions of the Discipline of the United Methodist Church.

Date this 17th day of November, 2011.



TONYA ELMORE, District Superintendent,
Mobile District, Alabama-West Florida
Annual Conference of the United Methodist
Church

**RESOLUTION OF THE CHARGE CONFERENCE
OF FULTON HEIGHTS UNITED METHODIST CHURCH, INC.
HELD ON NOVEMBER 17, 2011**

WHEREAS, there has been received from the Board of Trustees of FULTON HEIGHTS UNITED METHODIST CHURCH, INC., a Resolution duly adopted, recommending to the Charge Conference that the name of the Church be changed to NEW LIFE UNITED METHODIST CHURCH, INC.; and

WHEREAS, it is considered by this Charge Conference that the interests of this Church will best be served by the change of name to NEW LIFE UNITED METHODIST CHURCH OF MOBILE, INC.; and

WHEREAS, this session of the Charge Conference is being held pursuant to a call thereof by Reverend Tonya Elmore, District Superintendent of the Mobile District of the Alabama - West Florida Annual Conference of the United Methodist Church, and notice of said session, the date thereof, and the purpose thereof, having been heretofor properly given by publication in the Church bulletin.

NOW THEREFORE, BE IT RESOLVED BY THE CHARGE CONFERENCE OF FULTON HEIGHTS UNITED METHODIST CHURCH, INC. THAT:

1. The name of FULTON HEIGHTS UNITED METHODIST CHURCH, INC., be changed to NEW LIFE UNITED METHODIST CHURCH OF MOBILE, INC.
2. That the Board of Trustees/Board of Directors of the corporation shall immediately perform any and all necessary steps and actions to change the name to NEW LIFE UNITED METHODIST CHURCH OF MOBILE, INC., in conformity with the laws of the State of Alabama

Exhibit A

and the Discipline of the United Methodist Church, including recording of the Certificate of Amendment.

Dated this 17th day of November, 2011.

Dolly Armour
SECRETARY

Charles L. L.
PASTOR

STATE OF ALABAMA
PROBATE COURT OF MOBILE COUNTY
Incorporation/Amendment/Dissolution Certificate

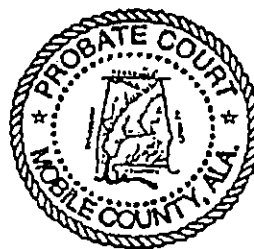
I, **Don Davis**, as Probate Judge in and for Mobile County, Alabama, do hereby certify that the forgoing Articles, duly signed and verified pursuant to the provisions of Alabama Statute, have been received and recorded in this office and are found to comply with law in such matters. Accordingly, the undersigned Probate Judge, by the authority so vested, hereby issues this Certificate.

Given under My Hand and Official Seal of the Probate Court of Mobile County, Alabama This *Thursday, December 22, 2011*



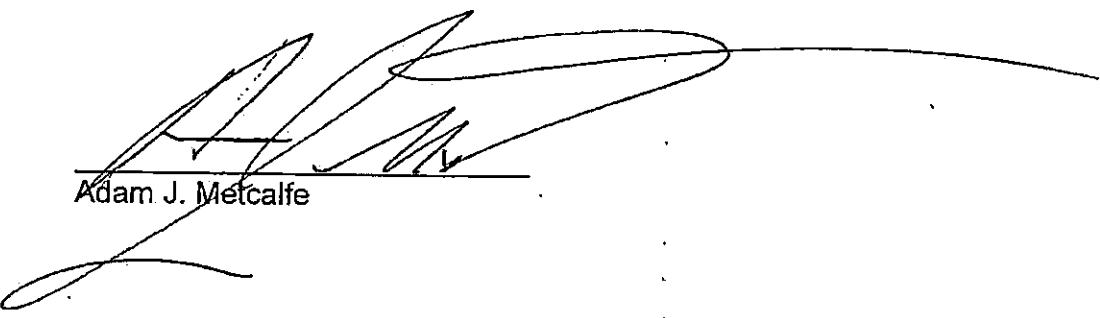
Don Davis, Probate Judge
Mobile County, Alabama

Recorded at Book: 6844
Page: 1252
Clerk: PCRC08

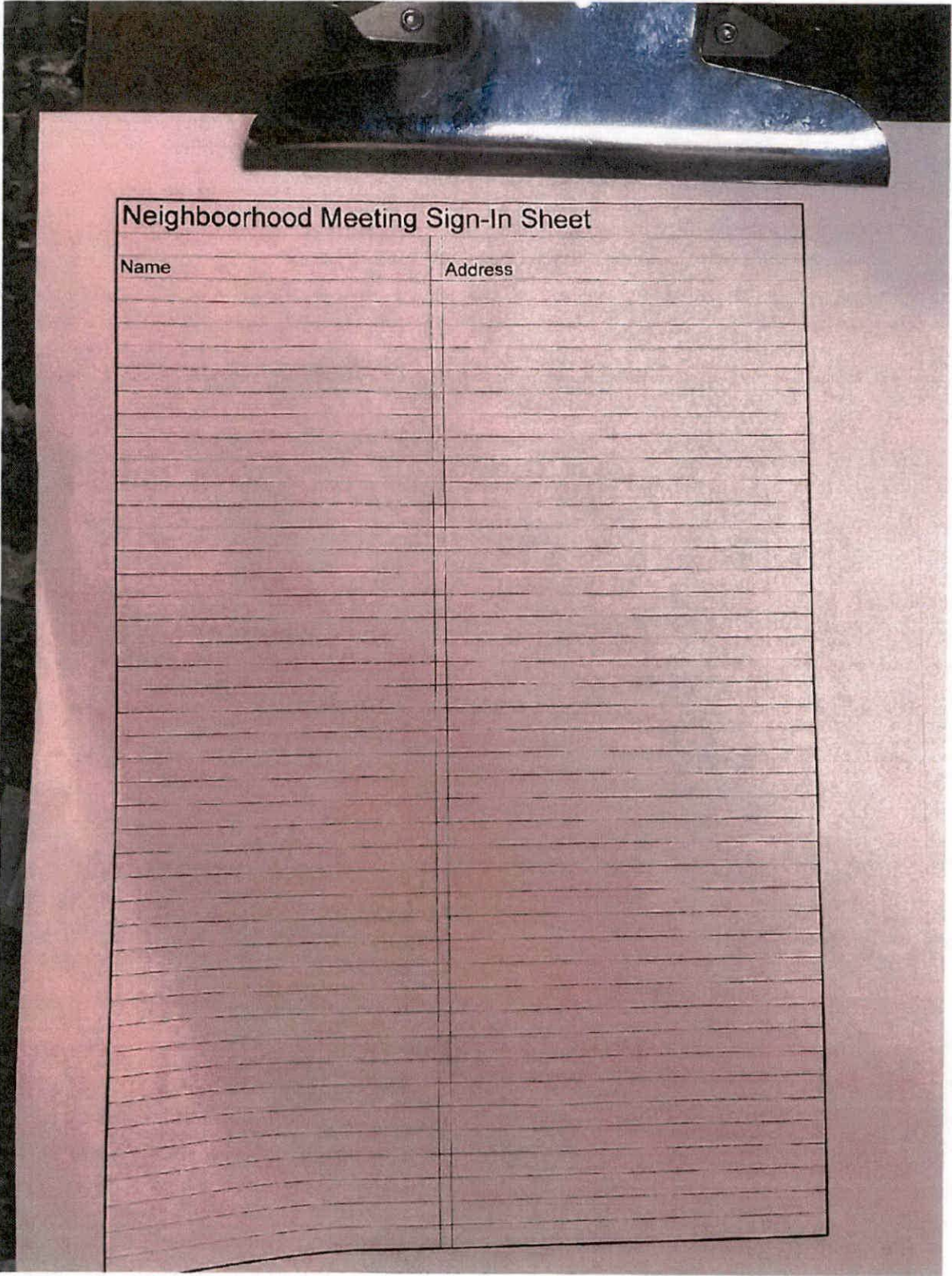


Minutes of Neighborhood Zoning Meeting
At
1400 Dauphin Island Parkway
Fulton Heights United Methodist Church
11/19/2024 4:00 pm

My name is Adam Metcalfe and I represent the owner of the former Fulton Heights UMC located at 1400 Dauphin Island Parkway. I advertised this Neighborhood Meeting to be held at 4:00 pm on 11/19/24 in the church sanctuary. I arrived at 3:45 pm and I had my presentation materials (site plan) on display along with a sign in sheet. The church's custodian and pastor were there to open the building and secure the building after the meeting. I waited until 4:30 pm and no one from the neighborhood showed up.



Adam J. Metcalfe



Neighborhood Meeting Sign-In Sheet

Name

Address



NOVEMBER 5, 2024



NOVEMBER 5, 2024



NOVEMBER 5, 2024



Metcalfe & Company, inc.

Dear Neighbors,

As you know the Fulton Heights Methodist Church located at 1400 Dauphin Island Parkway the corner of Dauphin Island Parkway and McVay Drive has closed and the congregation has merged with South Brookley United Methodist Church. It is the desire of the church to sell this property and to use the funds from the sale to make improvements to South Brookley's facilities.

Since churches are not required to have any particular zoning, the Fulton Heights location is zoned R-1, Single Family Residential. Given the location and condition of this property it has little to no value as a church. Therefore, in order for the church to sell this property it will require it to be re-zoned to B-2, Neighborhood Business.

You will soon be receiving a notice from the City of Mobile regarding this rezoning. However, before that we are having a meeting at 4:00 pm on November 19, 2024 at the church to provide information on the plans for this property and to answer any questions that you may have.

Thank you.

Metcalfe & Company, Inc.

Adam J. Metcalfe, SIOR

/amw

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

New Life United Methodist
Church of Mobile, Inc.
P. O. Box 5116
Mobile, AL 36605

D.I.P. Square, LLC
P. O. Box 690651
Houston, TX 77269

Duke & Annie Tunstall, Jr.
1405 Dauphin Island Parkway
Mobile, AL 36605

Harold E. Adams
1407 Dauphin Island Parkway
Mobile, AL 36605

Marcia M. Ramjust
918 Navco Road
Mobile, AL 36605

Joanne L. Gardner
1411 Dauphin Island Parkway
Mobile, AL 36605

AMP Parkway, LLC
3924 Trumbull Court
Mobile, AL 36619

Prestige Realty Co., LLC
212 W. Troy Street, Suite B
Dothan, AL 36303

Valinda & David James
2009 N. McVay Drive
Mobile, AL 36605

Henry L. McCaskill
2010 N. McVay Drive
Mobile, AL 36605

Yolanda Walker
2009 Webb Avenue
Mobile, AL 36605

Darryl L. Watson
2008 Webb Avenue
Mobile, AL 36605

Gail K. Thomas
801 Elmira Street
Mobile, AL 36603

Ranita C. Smith
100 Michael Donald Ave.
Mobile, AL 36604

Jubilee Outfitters, LLC
18230 Ted Lysek Road
Summerdale, AL 36580

Robert C. Jenkins
6030 Oak Cliff Drive
Eight Mile, AL 36613

City of Mobile City Clerk
205 Government Plaza
Mobile, AL 36644

Gillmore Investments, LLC
753 St. Francis St., #TH1001A
Mobile, AL 36602

Michael C. Wright
2010 S. McVay Drive
Mobile, AL 36605

Rhoda C. Patterson
3000 Plantation Dr. W.
Mobile, AL 36695

Jonathan Taylor
2054 S. McVay Drive
Mobile, AL 36605

Mitchell Goodwin
59 E. 1350 N.
Bountiful, UT 84010

Geraldine Washington
2017 McVay Drive N.
Mobile, AL 36605

Kevin A. Johnson
2061 N. McVay Drive
Mobile, AL 36605

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

Ashley & Jeanne Koppersmith
2056 N. McVay Drive
Mobile, AL 36605

Denita V. Reed
2060 McVay Drive
Mobile, AL 36605

Anitra Green & Shanavian Robinson
2051 Webb Avenue
Mobile, AL 36605

K QUAD, LLC
13 S. Florida Street
Mobile, AL 36606

Eddie Lambert & Linda Clemons
2059 Webb Avenue
Mobile, AL 36605

Hien Thi Le
3480 Morgan Court
Mobile, AL 36695

Mirag'e Styling Center, LLC
1362 Dauphin Island Parkway
Mobile, AL 36605

Consumer Mortgage Co., Inc.
766 Downtowner Loop W.
Mobile, AL 36609

Joanne Lamothe
2052 Webb Avenue
Mobile, AL 36605

Harley Penton
23383 Old Weekley Road
Bay Minette, AL 36507

Robert Rasp
305 Dogwood Drive
Mobile, AL 36609

Crystal Lake Development, LLC
228 S. Dr. MLK Jr. Drive
Prichard, AL 36610

Rogers, Payton

From: kari <kari@byrdsurveying.biz>
Sent: Tuesday, December 17, 2024 9:45 AM
To: Rogers, Payton; jerry@byrdsurveying.biz
Cc: Anderson, Logan; Karapetyan, Marine; French, Michelle; Taylor, Jackson
Subject: RE: New Life United Methodist Church; SUB-3171-2024 & ZON-UDC- 3172-2024
Attachments: United Methodist REZ Sign.docx; New Life United Methodist Church REZ.doc

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.

Attached are the pictures of signs with date posted and photographed. Also attached are the labels for the neighborhood meeting letters which were taken to the post office on November 4, 2024.

Thanks,

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010

From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Tuesday, December 17, 2024 9:07 AM
To: jerry@byrdsurveying.biz; kari <kari@byrdsurveying.biz>
Cc: Anderson, Logan <dlogananderson@cityofmobile.org>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; French, Michelle <michelle.french@cityofmobile.org>; Taylor, Jackson <jackson.taylor@cityofmobile.org>
Subject: New Life United Methodist Church; SUB-3171-2024 & ZON-UDC- 3172-2024

Good morning,

Staff has completed its review of the above Subdivision and Rezoning Request applications. The following must be addressed before the application can be considered complete and placed on an agenda:

1. If you have not done so already, please provide the DWG AutoCAD file for the Preliminary Plat to our GIS staff (Marine has been copied here for your convenience);
2. With regard to your Neighborhood Meeting documentation, please address the following:
 - a. Provide revised images of the yard signs to include a date stamp of when the signs were originally posted;
 - b. Provide the list of addressees that were mailed notices advertising the Neighborhood Meeting; and
 - c. Provide the date that the Neighborhood Meeting notification letter was mailed to the above addressees.

Once all items have been addressed an invoice will be issued for both sets of application fees to be processed. It is important to note that neither application will be considered complete until **ALL** of the above has been addressed and

fees have been processed for **BOTH** applications. If completed by **no later than noon on Thursday (12/19/2024)** the applications will be considered complete and placed on the agenda for the 1/16/2024 Planning Commission meeting. If you are not able to meet the above deadline **BOTH** applications will be heldover until such time as they are made complete.

Should you have any questions or concerns please don't hesitate to reach out.

Best Regards,

Payton W. Rogers, CAPZO

Planner II

Planning & Zoning

BUILD MOBILE

payton.rogers@cityofmobile.org

(251) 208-7092 direct



Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

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P. O. Box 5116
Mobile, AL 36605

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Joanne Lamothe
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Harley Penton
23383 Old Weekley Road
Bay Minette, AL 36507

Robert Rasp
305 Dogwood Drive
Mobile, AL 36609

Crystal Lake Development, LLC
228 S. Dr. MLK Jr. Drive
Prichard, AL 36610



Agenda Item # 4

SUB-003171-2024 & ZON-UDC-003172-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

1400 Dauphin Island Parkway, 2007 Webb Avenue,
and 2006 McVay Drive North

Subdivision Name:

Fulton Heights Subdivision

Applicant / Agent:

New Life United Methodist Church (Kari Givens, Byrd
Surveying, Inc., Agent)

Property Owners:

New Life United Methodist Church of Mobile, Inc.

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Mixed Density Residential and Traditional Mixed-Use
Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record from five (5) existing legal lots of record.
- Rezoning from R-1 to B-2
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with three (3) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Subdivision Considerations	5
Rezoning Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A convenience store lies southeast of the site.

APPLICATION NUMBER	4	DATE	January 16, 2025
APPLICANT	Fulton Heights Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to B-2		
 NTS			

SITE HISTORY

The subject site is comprised of five (5) existing legal lots of record which were part of the Resubdivision of Englewood Subdivision, which was signed by the City Engineer and recorded in Probate Court in 1947.

Fulton Heights Methodist Church purchased the majority of the subject site in 1954. The existing structures were in their current configuration in 1984.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Delete NOTE #7 and insert the following - As shown on the 1984 aerial photo LOT A, receive 16,000 SF historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control).
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

A full access driveway will not be allowed along McVay Drive North. A traffic impact study will be required for the shown gas station. Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from five (5) existing legal lots of record. The site is served by public water and sanitary sewer.

The site has frontage along Dauphin Island Parkway, McVay Drive North, and Webb Avenue. Dauphin Island Parkway is a major street on the Major Street Plan, and is an ALDOT controlled right-of-way, with a required minimum right-of-way of 100-feet; the preliminary plat depicts an existing right-of-way of 127-feet, making no dedication required. McVay Drive North is a minor arterial street with a required minimum right-of-way of 50-feet; the preliminary plat depicts that the right-of-way varies. Webb Avenue is a minor street without curb and gutter with a required minimum right-of-way of 60-feet; the preliminary plat depicts that the right-of-way as 50-feet. As the site consists of legal lots of record, a waiver of Section 6.B.9. of the Subdivision Regulations may be appropriate to waive any dedication requirement along McVay Drive North and Webb Avenue.

The lot will exceed the minimum size requirement for lots served by public water and sanitary sewer in the R-1 zoning district, as well as in the B-2 zoning district if rezoning of the property is approved with a B-2 classification. The size of the lot is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(f)

of the Subdivision Regulations. This information should be retained on the Final Plat, if approved; the provision of a table with the same information on the Final Plat will suffice.

The lot exceeds the minimum width requirements of Section 6.C.2(b)(4) of the Subdivision Regulations for non-residential lots.

The preliminary plat illustrates a 25-foot front setback for the proposed Lot A in compliance with Section 6.C.8. of the Subdivision Regulations. This information should be retained on the Final Plat, if approved.

A 10-foot utility easement is illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Rezoning

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

Properties to the West and South of the site are zoned R-1 and developed with single-family dwellings; to the North is vacant B-2 land and R-1 land developed with single-family dwellings; and to the East are properties that are zoned R-1 and developed with single-family dwellings as well as an existing gas station with auto repair that is zoned B-2.

The site plan provided with the rezoning application depicts the existing structures are to be demolished, and a new structure with a 3,750 square foot convenience store and a 1,250 square foot restaurant are proposed. As such, the site will be required to fully comply with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

It should be noted that the proposed structure is depicted as being located over the existing utility easement. As such, prior to its construction, the easement will need to be vacated by all appropriate entities through the City Clerk's office.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, with a waiver of Section 6.B.9. of the Subdivision Regulations, the following conditions could apply:

1. Retention of the existing right-of-way width on the Final Plat, as depicted on the preliminary plat;
2. Retention of the lot's size in both square feet and acres on the Final Plat;

3. Retention of the 25-foot front yard setback for all street frontages, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 of the Unified Development Code;
4. Placement of a note on the Final Plat stating that future development or redevelopment of the site shall comply with the development provisions of Article 3 of the Unified Development Code;
5. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

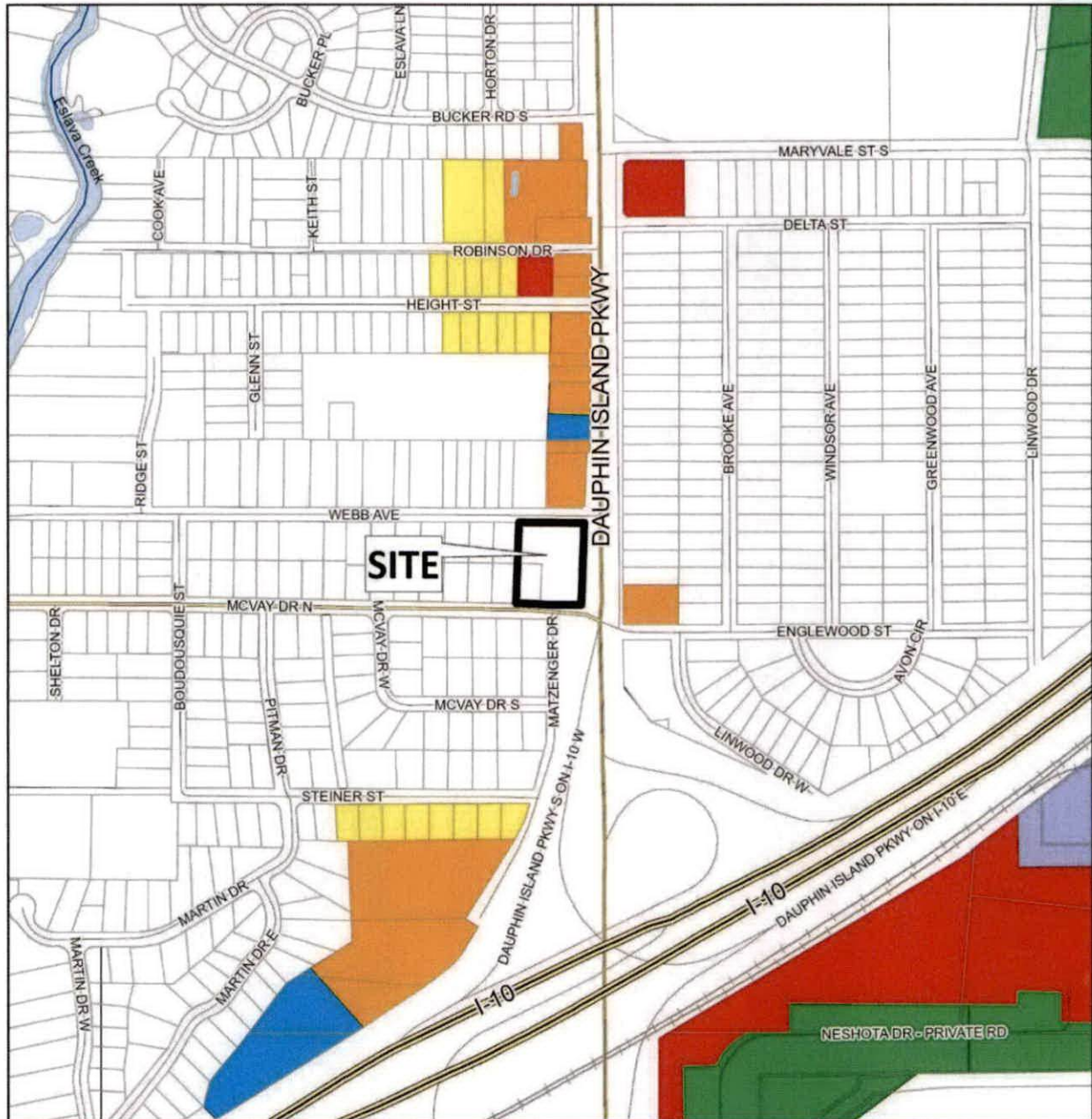
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



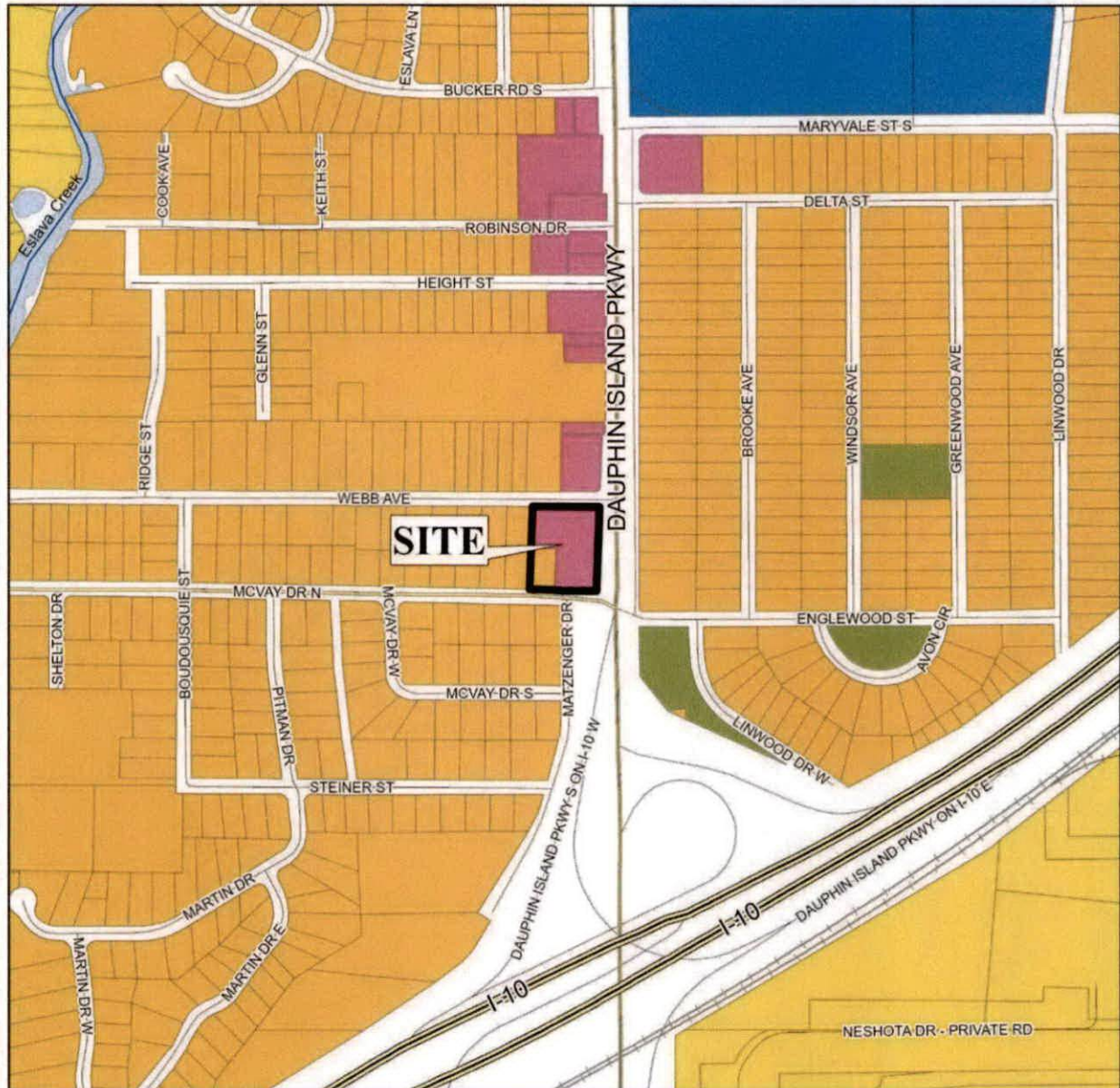
APPLICATION NUMBER 4 DATE January 16, 2025

APPLICANT Fulton Heights Subdivision

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



FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE January 16, 2025

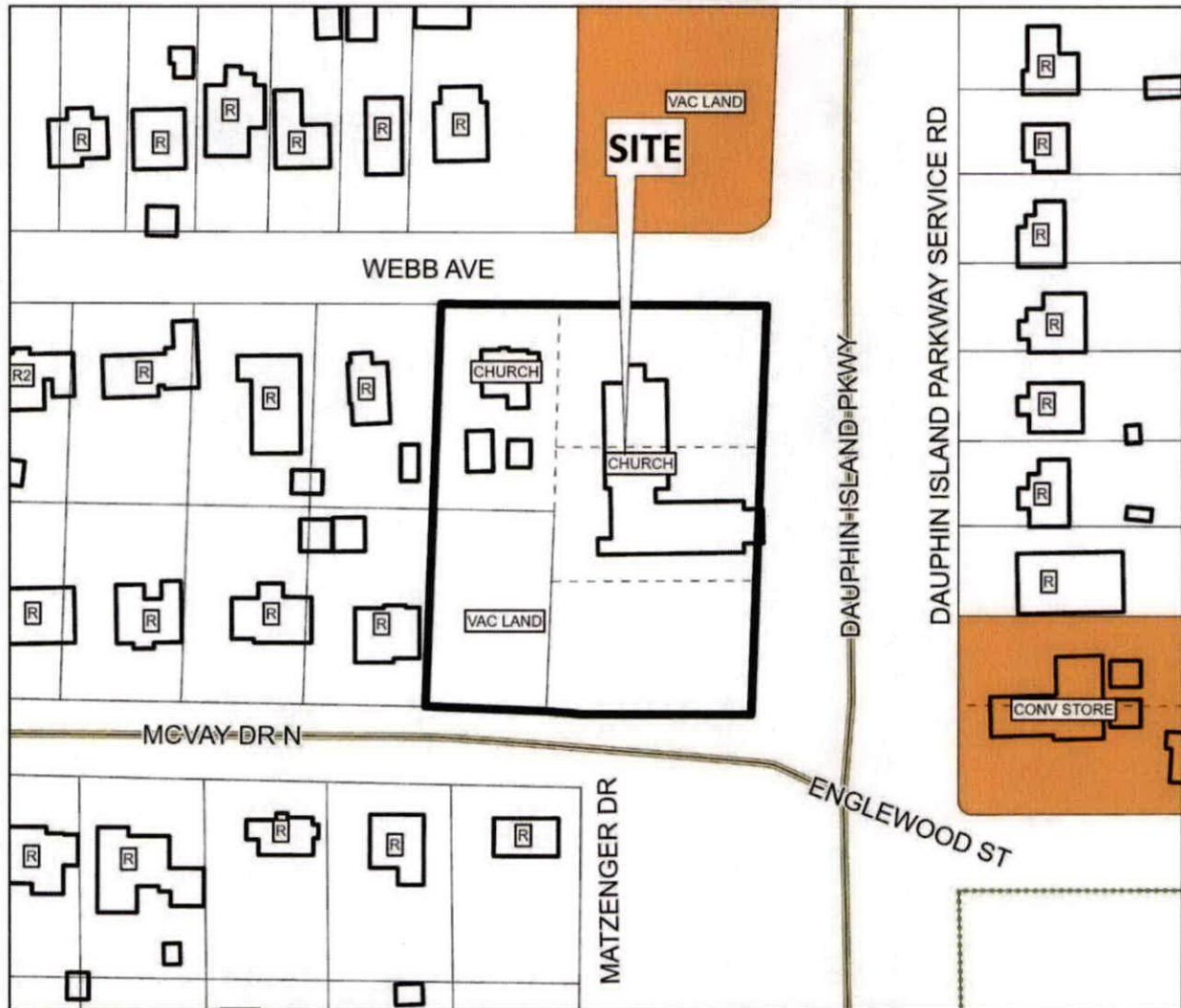
APPLICANT Fulton Heights Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A convenience store lies southeast of the site.

APPLICATION NUMBER	4	DATE	January 16, 2025																														
APPLICANT	Fulton Heights Subdivision																																
REQUEST	Subdivision, Rezoning from R-1 to B-2																																
<table border="0"> <tr> <td>R-A</td> <td>R-3</td> <td>B-1</td> <td>B-2</td> <td>B-5</td> <td>ML</td> <td>I-2</td> <td>OPEN</td> <td>T-3</td> <td>T-5.2</td> </tr> <tr> <td>R-1</td> <td>R-B</td> <td>T-B</td> <td>B-3</td> <td>CW</td> <td>MH</td> <td>PD</td> <td>SD</td> <td>T-4</td> <td>T-6</td> </tr> <tr> <td>R-2</td> <td>H-B</td> <td>LB-2</td> <td>B-4</td> <td>MM</td> <td>I-1</td> <td>MUN</td> <td>SD-WH</td> <td>T-5.1</td> <td></td> </tr> </table>				R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2	R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6	R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	
R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2																								
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6																								
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1																									
 NTS																																	

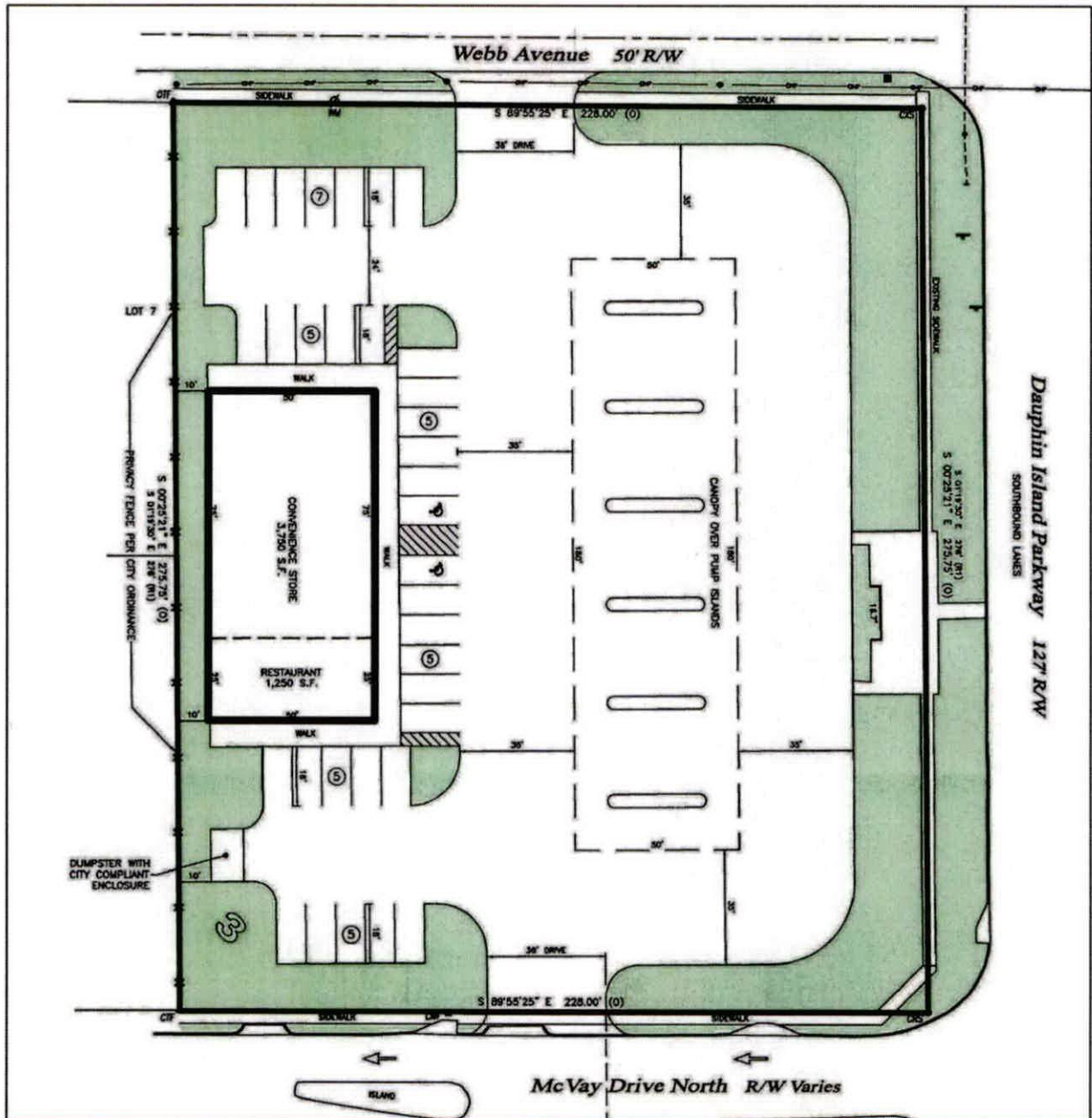
EXISTING SITE PLAN

The site plan shows a property bounded by Webb Ave 50' R/W to the north, McVay Dr N R/W Varies to the south, and Dauphin Island Pkwy 127' R/W to the east. The property is 276' wide and 228' deep. Key features include:

- Residence:** Located in the northwest corner, with a 25' setback from the north boundary.
- Garage:** Located south of the residence.
- Church Building:** A large L-shaped structure in the center, with a 25' setback from the east boundary.
- Lot A:** A 1.43+- acre area to the east of the church building.
- Setbacks:** 25' setbacks are shown on the north, east, and south boundaries. A 10' easement is shown on the west boundary.
- Drives and Parking:** Asphalt drives and parking areas are shown connecting the buildings to the roads.
- Other Features:** Two small rectangular structures labeled "COUNC" are located near the residence and the church building. A "10' EASEMENT" is shown on the west boundary.

APPLICATION NUMBER <u>4</u>	DATE <u>January 16, 2025</u>	
APPLICANT <u>Fulton Heights Subdivision</u>		
REQUEST <u>Subdivision, Rezoning from R-1 to B-2</u>		

PROPOSED SITE PLAN



APPLICATION NUMBER 4 DATE January 16, 2025

APPLICANT Fulton Heights Subdivision

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



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

Zoning District Correspondence Matrix

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

MIXED DENSITY RESIDENTIAL (MxDR)

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

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

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



TRADITIONAL CORRIDOR (TC)

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

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the Southeast Corner of Commerce Boulevard East and
Commerce Boulevard South, extending to the Southwest Corner
of Commerce Boulevard South and Commerce Boulevard West

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 11, 2025**, a public hearing will be held on the **18th** day of **March**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the southwest corner of Commerce Boulevard South and Commerce Boulevard West from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, TODD ACRES INDUSTRIAL PARK, AS RECORDED IN INSTRUMENT NO. 2024071039, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; RUN SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 116.3 FEET TO A POINT ON THE WESTERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID BANK, 994.00 FEET, MORE OR LESS, TO A POINT ON SAID WESTERN BANK, SAID POINT HEREINAFTER REFERRED TO AS POINT B (MATHEMATICAL TIE FROM POINT A TO POINT B BEARS SOUTH 00°-11'-06" EAST, 942.14 FEET); THENCE CONTINUE SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6 AND A PROJECTION THEREOF, 1144.75 FEET TO A POINT ON THE NORTHERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT C; THENCE SOUTHWARDLY AND WESTWARDLY

ALONG THE MEANDERS OF SAID NORTH LINE, 1416.00 FEET, MORE OR LESS, TO A POINT ON SAID NORTH LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT D (MATHEMATICAL TIE FROM POINT C TO POINT D BEARS SOUTH 66°-47'-16" EAST, 782.88 FEET); THENCE NORTH 00°-00'-00" EAST, 2031.20 FEET; THENCE NORTH 08°-22'-29" WEST, 435.67 FEET; THENCE NORTH 81°-37'-31" EAST, 100.00 FEET TO THE PC OF A 732.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 09°-34'-38" WEST, 29.29 FEET), A DISTANCE OF 29.29 FEET; THENCE NORTH 89°-27'-56" EAST, 674.76 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 37.73 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1, Single-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of March, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 19th day of February, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-5, Office Distribution District**, and **I-2, Heavy Industry District**, to **R-1, Single-Family Residential Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.**

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

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, TODD ACRES INDUSTRIAL PARK, AS RECORDED IN INSTRUMENT NO. 2024071039, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; RUN SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 116.3 FEET TO A POINT ON THE WESTERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID BANK, 994.00 FEET, MORE OR LESS, TO A POINT ON SAID WESTERN BANK, SAID POINT HEREINAFTER REFERRED TO AS POINT B (MATHEMATICAL TIE FROM POINT A TO POINT B BEARS SOUTH 00°-11'-06" EAST, 942.14 FEET); THENCE CONTINUE SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6 AND A PROJECTION THEREOF, 1144.75 FEET TO A POINT ON THE NORTHERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT C; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE MEANDERS OF SAID NORTH LINE, 1416.00 FEET, MORE OR LESS, TO A POINT ON SAID NORTH LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT D (MATHEMATICAL TIE FROM POINT C TO POINT D BEARS SOUTH 66°-47'-16" EAST, 782.88 FEET); THENCE NORTH 00°-00'-00" EAST, 2031.20 FEET; THENCE NORTH 08°-22'-29" WEST, 435.67 FEET; THENCE NORTH 81°-37'-31" EAST, 100.00 FEET TO THE PC OF A 732.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 09°-34'-38" WEST, 29.29 FEET), A DISTANCE OF 29.29 FEET; THENCE NORTH 89°-27'-56" EAST, 674.76 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 37.73 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures

permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **R-1, Single-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Charles D. Tisher, Jr., P.E.

Clark Geer Latham & Associates

**Southeast corner of Commerce Boulevard East and Commerce Boulevard South,
extending to the Southwest corner of Commerce Boulevard South and Commerce
Boulevard West**

Council District 4

Ben Reynolds



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

January 13, 2025

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of **Charles D. Tisher, Jr., P.E., Clark Geer Latham & Associates** for a change in zoning from **B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District** for the property located at the **Southwest corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West.**

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Rezoning Statement

We request to rezone lots B proposed Resubdivision of Lots 5 and 6 Todd Acres Industrial Park Subdivision. Currently there is a mix of I-2 and B-5 zoning on these parcels. We are requesting to down zone Lot B to R-1. There was a mistake in the original subdivision and the new Lot B fixes that. The proposed lot borders Rabbit Creek and rezoning to R-1 is consistent with other similar properties right on Rabbit Creek. There are no current plans for this site but the intent is for it to be single family lots in the future.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

REVISED

LETTER OF DECISION
January 10, 2025

Charles D. Tisher Jr., PE
Clark Geer Latham & Associates
3901 Springhill Avenue
Mobile, Alabama 36608

Re: Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West
ZON-UDC-003154-2024
Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
Charles D. Tisher, Jr., P.E., Clark Geer Latham & Associates
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Single-Family Residential Suburban District (R-1).

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to R-1, Single-Family Residential Suburban District:

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

ZON-UDC-003154-2024 Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West
January 10, 2025

As such, the Planning Commission voted to recommend approval of rezoning the property to R-1, Single-Family Residential Suburban District, subject to the following conditions:

1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$396.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name:	The Industrial Park Board of Mobile County	Grantee's Name	Scannell Properties #727, LLC
Mailing Address:	451 Government Street	Mailing Address:	8801 River Crossing Boulevard Suite 300
	Mobile, Alabama 36602		Indianapolis, Indiana 46240
Property Address:	Vacant Land - see legal description	Date of Sale:	October 15, 2024
		Purchase Price:	\$1,633,000.00

PREPARED BY AND AFTER RECORDING, RETURN TO:

Scannell Properties #727, LLC
Attn: Courtney Kanzinger
8801 River Crossing Boulevard
Suite 300
Indianapolis, IN 46240
Tele: (317) 843-5959

STATE OF ALABAMA
COUNTY OF MOBILE

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that THE INDUSTRIAL PARK BOARD OF MOBILE COUNTY, a public corporation under the laws of the State of Alabama, the Grantor, for and in consideration of the sum of ONE MILLION SIX HUNDRED THIRTY-THREE THOUSAND AND 00/100 DOLLARS (\$1,633,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said Grantor by SCANNELL PROPERTIES #727, LLC, an Indiana limited liability company, the Grantee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee and its successors and assigns, subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein, the following described real property in the County of Mobile, State of

Alabama (the "Real Property"):

PARCEL (A)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 00 DEGREES 27 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 37, A DISTANCE OF 641.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TODD ACRES DRIVE (80 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AS FOLLOWS: SOUTH 88 DEGREES 14 MINUTES 12 SECONDS EAST 282.07 FEET TO A POINT OF INTERSECTION, NORTH 89 DEGREES 24 MINUTES 20 SECONDS EAST 1795.80 FEET TO THE P.C. OF A 781.94 FOOT RADIUS CURVE TO THE LEFT, NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 490.26 FEET TO A POINT, SOUTH 82 DEGREES 43 MINUTES 39 SECONDS EAST 207.57 FEET, NORTH 53 DEGREES 30 MINUTES 52 SECONDS EAST 470.3 FEET, SOUTH 72 DEGREES 48 MINUTES 25 SECONDS EAST 122.38 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE AS FOLLOWS: SOUTH 35 DEGREES 19 MINUTES 53 SECONDS EAST 170.15 FEET, SOUTH 30 DEGREES 16 MINUTES 38 SECONDS EAST 1014.70 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 37; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE 3840.64 FEET TO THE POINT OF BEGINNING. CONTAINING 59.506 ACRES, MORE OR LESS;

PARCEL (B)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEG. - 53' 30" EAST 2,682.09 FEET TO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE SOUTH 00 DEG. 31'-44" EAST 1,205 FEET, MORE OR LESS, TO A POINT ON THE WEST MARGIN OF RABBIT CREEK; SAID POINT BEING DESIGNATED AS "POINT A"; THENCE SOUTHWARDLY ALONG THE MEANDERS OF THE WEST MARGIN OF SAID RABBIT CREEK 1,106 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 35, SAID POINT BEARS SOUTH 00 DEG. 31'-44" EAST FROM "POINT A"; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00 DEG. 31'-44" EAST 982 FEET, MORE OR LESS, TO A POINT THAT IS 3,210.38 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89 DEG. 53' 30" WEST 3,288.55 FEET; THENCE NORTH 00 DEG. 24' 49" WEST 3,208.98 FEET TO A POINT ON THE SOUTH LINE OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE NORTH 89 DEG. 45' 40" EAST ALONG SAID

SOUTH LINE 600.0 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN THE MOBILE COMMERCE PARK SUBDIVISION, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 46, PAGE 42 AND MOBILE COMMERCE PARK SUBDIVISION, PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 62, PAGE 72 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.; TO HAVE AND TO HOLD the same unto the said Grantee, in fee simple, and to its successors and assigns, FOREVER.

Grantor does hereby covenant and agree that except for the Permitted Exceptions, it shall forever warrant and defend unto Grantee, its successors and assigns, the right and title of the Property against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

{rest of page intentionally left blank; signature appears on following page}

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed and delivered effective as of the 15th day of October, 2024 though actually executed on the date shown in the notary acknowledgement below.

**THE INDUSTRIAL PARK BOARD OF MOBILE
COUNTY**

By: Melissa C. Morrisette
Melissa Morrisette
As its Secretary and Treasurer

STATE OF ALABAMA)
) SS:
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and State, hereby certify that Melissa Morrisette, whose name as Secretary and Treasurer of THE INDUSTRIAL PARK BOARD OF MOBILE COUNTY, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Witness my hand and Notarial Seal this 8th day of October, 2024.

Odetta Woods Stutts
Notary Public
My Commission Expires: March 2, 2026

GRANTOR'S ADDRESS:
The Industrial Park Board of Mobile County
c/o Mobile Chamber of Commerce
451 Government St.
Mobile, AL 36602
Attn: David Rodgers

GRANTEE'S ADDRESS:
Scannell Properties #727, LLC
8801 River Crossing Boulevard, Suite 300
Indianapolis, IN 46240

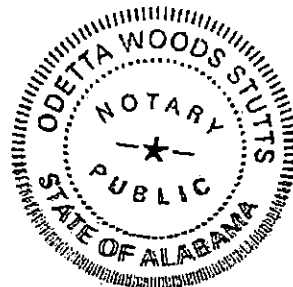


EXHIBIT A

1. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting title to the Real Property that would be disclosed by an accurate and complete land survey of the Real Property.
3. Oil, gas and mineral reservation as contained in deed recorded in Real Property Book 3399, Page 172 and Real Property Book 3506, Page 631.
4. Easement granted to Board of Water & Sewer Commissions as contained in instrument recorded in Real Property Book 1488, Page 166.
5. Oil, gas and mineral rights as reserved in deed recorded in Real Property Book 3175, Page 313.
6. Oil, gas and mineral rights as reserved in deed recorded in Real Property Book 3186, Page 45.
7. Oil, gas and mineral rights as reserved in deed recorded in Real Property Book 3399, Page 168.
8. Title to any portion of the land below the normal high water level and rights of the public and others entitled thereto in and to the use of that portion of the described premises within the bounds of Rabbit Creek and Whiskey Branch.
9. Any adverse claim based on the assumption that (1) said land or any part thereof is now or at any time has been below the ordinary high water mark of Rabbit Creek and Whiskey Branch; (2) some portion of the land has been created by artificial means or has accreted to such artificially created portion; or (3) some portion of the land has attached to the land by an avulsive movement of Rabbit Creek and Whiskey Branch.
10. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the Rabbit Creek and Whiskey Branch abutting the property and the natural line of vegetation, the bulkhead line, the most extreme high water line or any other legally established boundary line separating the publicly used area from the upland private area.
11. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights expedited in (a) or (b) appear in the Public Records.

{Exhibit A continues on following page}

12. Right of Way granted to Alabama Power Company as contained in instrument recorded in Deed Book 577, Page 185.
13. Right of Way granted to Alabama Power Company as contained in instrument recorded in Deed Book 577, Page 188.
14. Right of Way granted to Alabama Power Company as contained in instrument recorded in Deed Book 577, Page 191.
15. Easement Deeds by Court Order as contained in instruments recorded in . Real Property Book 6862, Page 774; Real Property Book 6864, Page 501; Real Property Book 6870, Page 1070 and Real Property Book 6880, Page 249.

{End of Exhibit A}

**Application Submission
Contact Information**

Name of Project Resubdivision of Lots 5 and 6 Todd Acres Industrial Park
Address 6137 Todd Acres Dr.

Owner Scannell Properties #775 LLC
Address 8801 River Crossing Blvd. Ste 300 Indianapolis IN Zip Code 46240
Phone 3179795841 Fax _____ Email courtneyk@scannellproperties.com

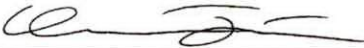
Authorized Agent Charles Tisher, PE
Address 3901 Springhill Ave Zip Code 36608
Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Contractor _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:



Signature

11-18-24

Date

Charles Tisher

Print

authorized agent

Affiliation to project/Organization

Owner Letter of Authorization

November 18, 2024

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

RE: Todd Acres Parcels
Parcel ID Number: 3307353000001.000

To Whom it May Concern:

I, Marc D. Pfleging, in my capacity as the Manager of SCANNELL PROPERTIES #727, LLC, the owner of the above-referenced property, hereby grant to Charles Tisher and Clark, Geer, Latham, and Associates the right to act as an agent on behalf of said owner concerning any and all applications to the City of Mobile Planning Commission for all relevant subdivision and rezoning applications regarding the above-referenced property. This authorization shall continue until revoked by me in writing.

Sincerely,



Marc D. Pfleging, Manager
SCANNELL PROPERTIES #727, LLC



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Charles D. Tisher Jr., PE	Charles D. Tisher Jr., PE
Firm:	Clark Geer Latham & Associates	Clark Geer Latham & Associates
Phone:	251-344-7073	251-344-7073
Email:	ctisher@cglengineers.com	ctisher@cglengineers.com
Address:	3901 Springhill Ave Mobile, AL 36608	3901 Springhill Ave Mobile, AL 36608

	Owner	Design Professional
Name:	Scannell Properties #727 LLC	Cecil "Zeke" Hudson, PLS
Firm:	Scannell Properties	Rowe Engineering and Surveying
Phone:	317-979-5841	251-666-2766
Email:	courtneyk@scannellproperties.com	zeke@roweengineering.com
Address:	8801 River Crossing Blvd Ste. 300 Indianapolis, IN 46240	3502 Laughlin Dr. Ste. B Mobile, AL 36693

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

6137 Todd Acres Dr.

37.73

Property Address

Property Area (acres or square feet)

01138959, 02116301

Parcel Number(s) or Key Number(s)

I-2, B-5

R-1

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

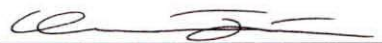
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature

Date



11-18-24

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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



11-18-24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The subject property is Currently Industrial and Split Zoned I-2 and B-5. The subject property borders a suburban neighborhood district. For this property along Rabbit Creek, Downzoning to R-1 is a better fit for the site and aligns with a suburban neighborhood.

Low Density Residential

Future Land Use Map (FLUM) Designation

R-1

Requested Zoning

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

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

This zoning allows for better protection along Rabbit Creek and Better fits with a Low Density Residential Area.

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

The property directly west and including portion of the subject site has been zoned I-2. Rezoning this to R-1 allows for better protection along rabbit creek and ensures industrial uses will not be permitted on this property. The desire is for this area in the future to be single family residential lots.

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

1. Describe the current development trends in the area of the property.
Much of the property directly west of this will be developed into a warehouse park. An industrial park already exists to the north of the subject property.

2. Describe the surrounding land uses.
The surrounding Land uses are I-2, B-5, R-1 and R-A. of note most of the property along Rabbit creek is Zoned R-1 or R-A. It is the desire of the owner to make the property along Rabbit Creek R-1 for future Single Family Residential Lots.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
This down zoning should not have any adverse impacts on Neighboring properties. This allows the Subject property to align more with the zoning for similar properties on Rabbit Creek.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
The lots are currently undeveloped. In order for residential Lots to be developed in the area access and utilities will have to be brought in. There are adequate utilities nearby and right of way access is available.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
This allows for the subject property to align more with the zoning for similar properties on Rabbit Creek. This will ensure that this subject property is not used for industrial purposes in the future and will help to further protect Rabbit creek by providing a buffer between the creek and the warehouse development to the west.

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

INDUSTRIAL PARK BOARD OF MOB

ATTN: ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CLARK GEER LATHAM & ASSOC.

ATTN: CHARLES TISHER
3901 SPRINGHILL AVE
MOBILE, AL 36608

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

JOSEPH & ARLEE GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

PINNACLE LLC
7672 RIGGIN CT
MOBILE, AL 36695

GEN 3 LLC
ATTN: CHARLIES ANDRES
1883 BROOKSEGE DR
GERMANTOWN, TN 38138

TRUCK SPOT PROPERTIES
MOBILE LLC
19366 SW 14TH ST
PEMBROKE PINES, FL 33029

GIS PROPERTIES-HOUSTON LLC
1305 SCHILLING BLVD W
COLLIERVILLE, TN 38017

ROD L CRIGLER
PO BOX 190457
MOBILE, AL 36619

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

DAVID B DIXON
203 PAWNEE CIR
SARALAND, AL 36571

JOE & AUTHINE KYLES
C/O KENYON BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

OSCAR AND XREOLA KYLES
7868 CLAYTON RD
PINSON, AL 35126

BEVERLY CARTER
PO BOX 1091
THEODORE, AL 36590

ARTHURINE HALL
6066 TODD ACRES DR
THEODORE, AL 36582

DONALD RAY HAWKINS
C/O RONALD M HAWKINS
PO BOX 349
TIGERVILLE, SC 29688

CORTLANDT & MICHAEL DUNLAP
929 165TH AVE SE
BELLEVUE, WA 98008

PROFESSIONAL LOCATE &
RECOVERY INC
PO BOX 262
THEODORE, AL 36590

DONNICE BRYANT
2850 WOODMERE ST W
MOBILE, AL 36693

ALABAMA MENTAL HEALTH DEPT
100 N UNION ST
MONTGOMERY, AL 36104

BOARD OF WATER AND SEWER
PO BOX 180249
MOBILE, AL 36618

HOSEA O WEAVER & SONS INC
PO BOX 8039
MOBILE, AL 36689

JOSEPH & KIMBERLY FESENMEIER
TRUSTEES OF THE JFK LIVING
3771 AMRUTH DR
MOBILE, AL 36608

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

GEORGE EVERETT
C/O GEORGE & EULA EVERETT
7551 SMITH RD
THEODORE, AL 36582

MCGOWIN PROPERTIES LTD
C/O ELIZABETH TONSMEIRE
PO BOX 2265
MOBILE, AL 36652

JOHN C WACKER III
6641 BAY RD.
MOBILE, AL 36605

SCANNELL PROPERTIES #727 LLC.
ATTN: COURTNEY KANZINGER
8801 RIVER CROSSING BLVD STE 300
INDIANAPOLIS, IN 46240



Agenda Item # 10
SUB-003153-2024 & ZON-UDC-003154-2024

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

[**Applicant Materials for Consideration – Subdivision**](#)
[**Applicant Materials for Consideration – Rezoning**](#)

DETAILS

Location:
Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West.

Subdivision Name:
Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision

Applicant / Agent:
Charles D. Tisher, Jr., P.E., Clark Geer Latham & Associates

Property Owners:
Scannell Properties #775 LLC

Current Zoning:
B-5, Office Distribution District & I-2, Heavy Industry District

Proposed Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Light Industry and Heavy Industry

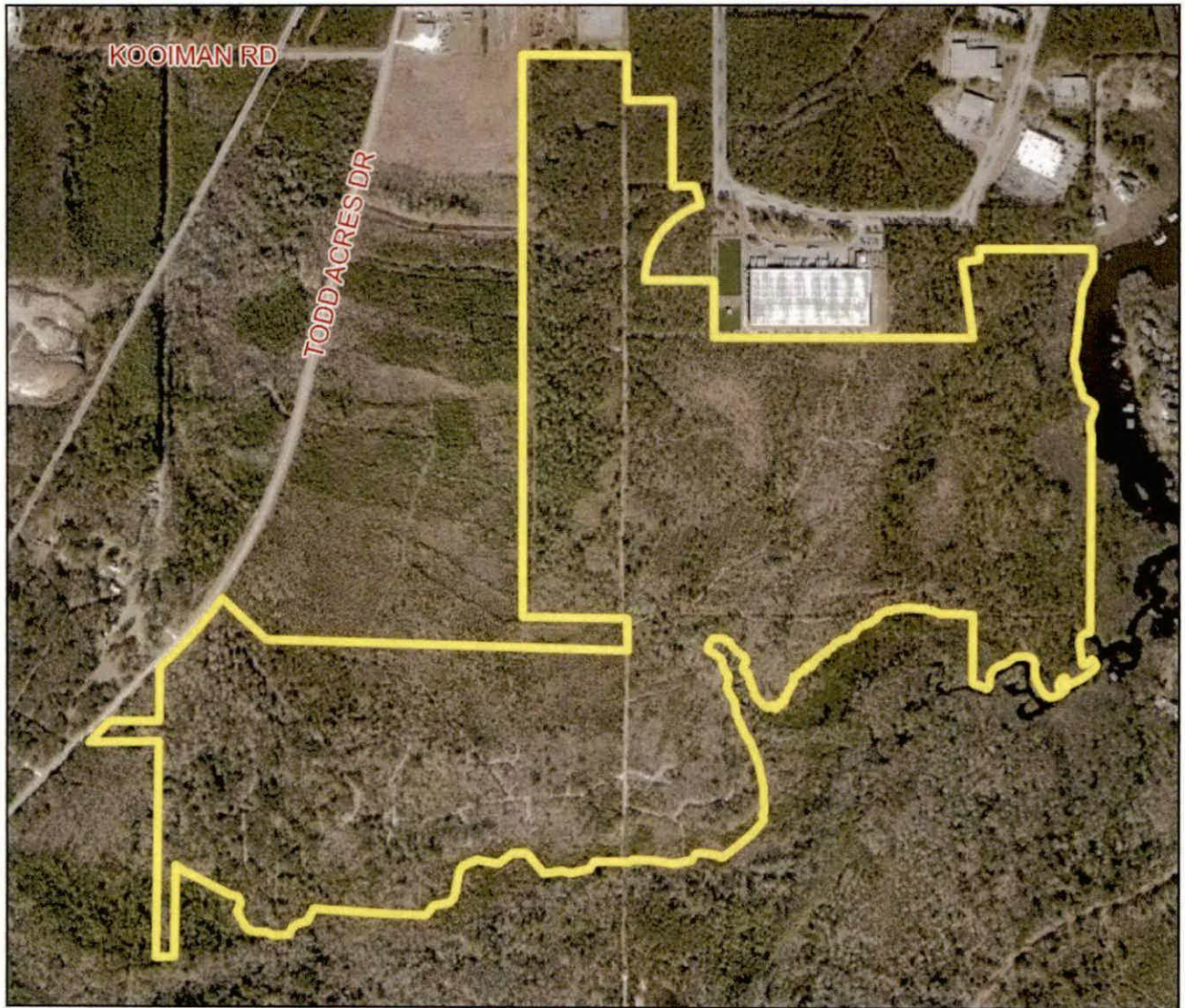
- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan

- Proposal:**
- Subdivision approval to create two (2) legal lot of record.
 - Rezoning from B-5 & I-2 to R-1.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

- Commission Considerations:**
1. Subdivision proposal with ten (10) conditions; and
 2. Rezoning with two (2) conditions.

Report Contents:	Page
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Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units. Residential units lie west of the site.

APPLICATION NUMBER	10	DATE	December 19, 2024
APPLICANT	Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision		
REQUEST	Subdivision, Rezoning from B-5 and I-1 to R-1		



SITE HISTORY

The site has been the subject of subdivisions while within the Planning Jurisdiction. After the 2009 annexation into the City, portions of the property were subsequently assigned R-A, Residential-Agricultural, B-5, Office Distribution, I-1, Light Industry, and I-2, Heavy Industry zoning classifications. Since then there have been several subdivisions of portions of the site and related rezoning requests.

In January 2013, portions of the site were included in Crigler Industrial Park Subdivision, a seven (7)-lot subdivision which was approved but never recorded.

On October 20, 2022, the Commission approved Todd Acres Industrial Park Subdivision, a five (5)-lot subdivision with an associated Rezoning to I-2 for portions of the site. That subdivision approval has subsequently expired.

At the September 20, 2023 meeting the Planning Commission approved Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 & 4, and an associated rezoning from B-5, Office-Distribution District, and I-2 Heavy Industry District, to B-5, Office-Distribution District. However, the City Council denied the rezoning, and the subdivision was not signed or recorded.

At the September 19, 2024 meeting the Planning Commission approved Todd Acres Industrial Park Subdivision as a seven (7)-lot, 547.93± acre subdivision. That subdivision has been recorded in Probate Court.

No portions of the site have ever been before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- C. Show and label all flood zones. New maps went into effect on June 5, 2020.
- D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
- E. Revise NOTE #15 – Revise “...LOTS 1-8 ...” to “...LOTS A and B...”.
- F. Revise NOTE #15 – Revise “...LOT 5 – NONE, LOT 6 – NONE.” To “LOT A – NONE and LOT B – NONE.”
- G. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

The site is bordered to the North by other B-5 property; to the West by I-2 property; and to the South by R-A, Residential-Agricultural property. To the East and abutting the site is other R-A property, and across Rabbit Creek to the East is R-1 property.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the right-of-way widths of all public streets on the Final Plat, as depicted on the preliminary plat;
2. Revision of the plat to correctly label Todd Acres Drive;
3. Retention of the 25-foot minimum building setback line along all public street frontages;
4. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Retention of the note on the Final Plat stating that no structures are allowed in any easements without the permission of the easement holder;
6. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from two (2) existing legal lots of record. The site is served by public water and sanitary sewer.

As previously mentioned, the site was made legal lots of record via Todd Acres Industrial Park Subdivision in September 2024. The applicant proposes to expand existing Lot 6 and reduce existing Lot 5 of that subdivision via a relocation of the interior lot line.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making additional dedication unnecessary. The site also has frontage along Commerce Boulevard West, Commerce Boulevard East, and Commerce Boulevard South, all minor streets with curb and gutter, and existing compliant rights-of-way of 100-feet, making additional dedications unnecessary. If approved, the right-of-way widths of all streets should be retained on the Final Plat.

The preliminary plat erroneously labels Todd Acres Drive as Todd Acres Road. The Final Plat should be revised to correctly label it as Todd Acres Drive.

As on the preliminary plat, the 25-foot minimum building setback line along all public street frontages should be retained on the Final Plat.

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

The preliminary plat depicts several easements, and as such, the note on the preliminary plat stating that no structures are allowed in any easements without the permission of the easement holder should be retained on the Final Plat.

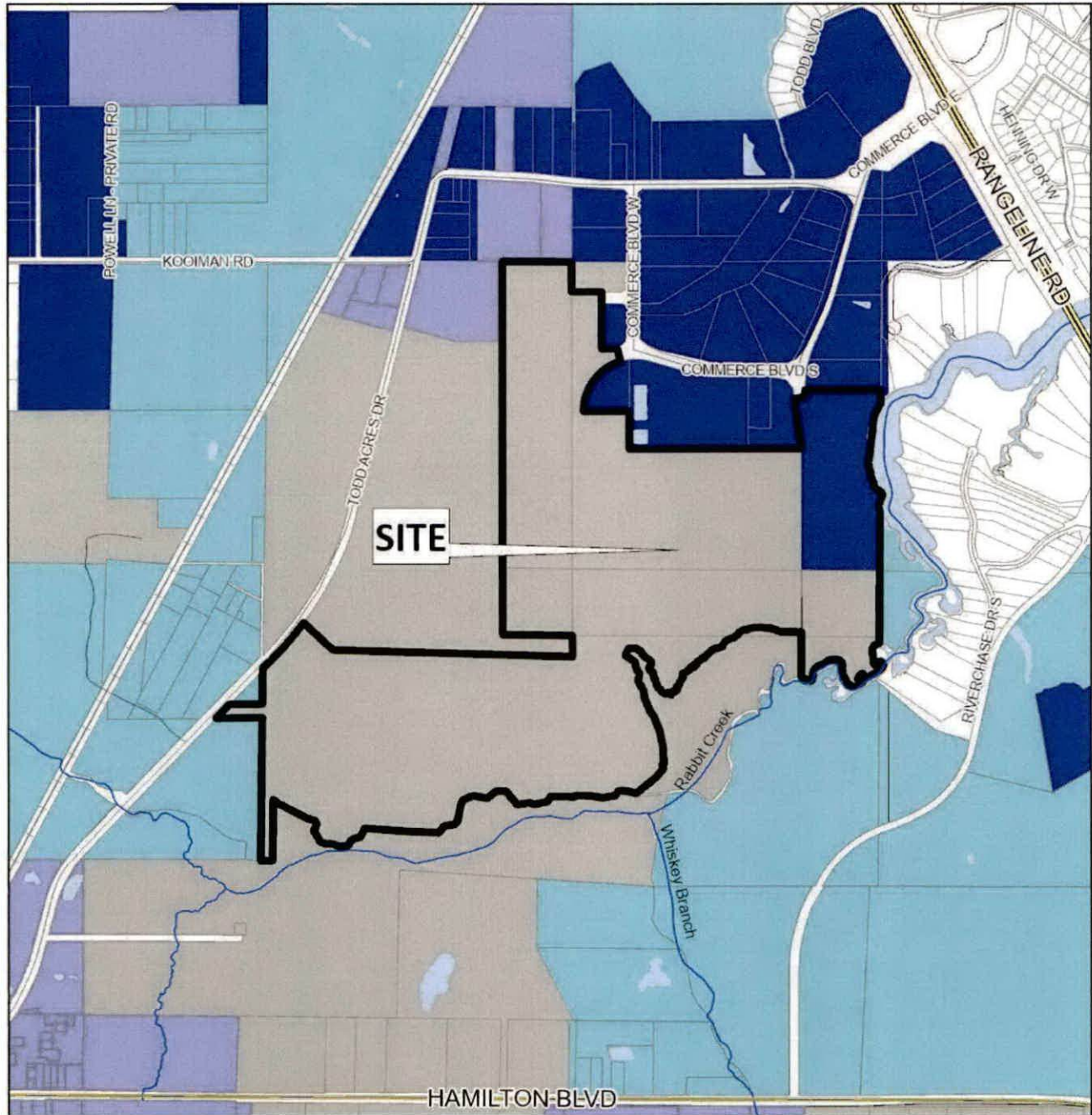
If approved, the subdivision would result in proposed Lot B being split-zoned, B-5 and I-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in proposed Lot B being split-zoned B-5 and I-2. The applicant proposes to have the area of that proposed lot rezoned to R-1, Single-Family Residential Suburban District. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the proposed lot borders Rabbit Creek, and rezoning to R-1 is consistent with other similar properties along the creek. There are no current plans for this site, but the intent is for it to be divided into single-family lots in the future.

In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

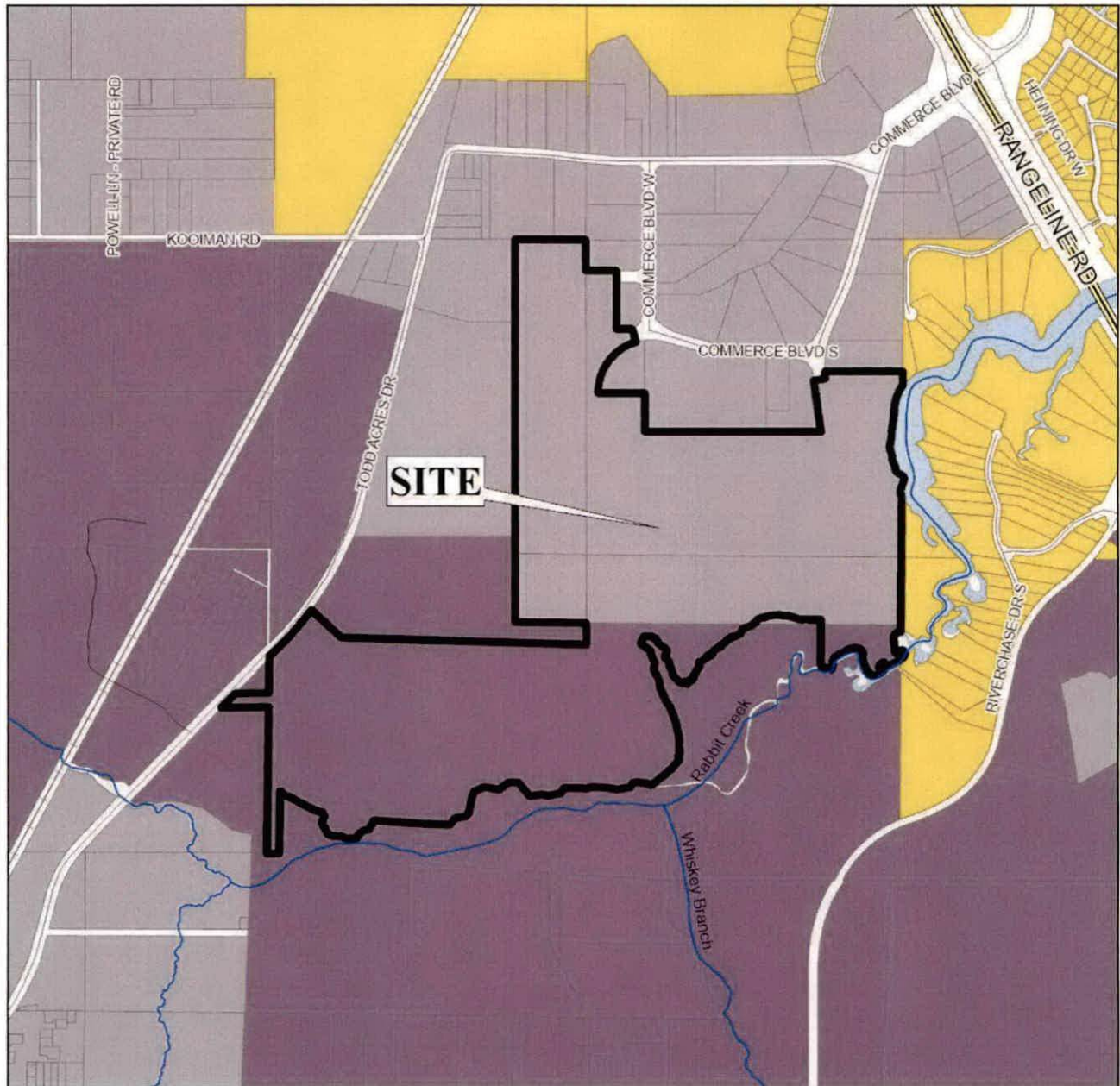
LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE December 19, 2024
 APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
 REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE December 19, 2024

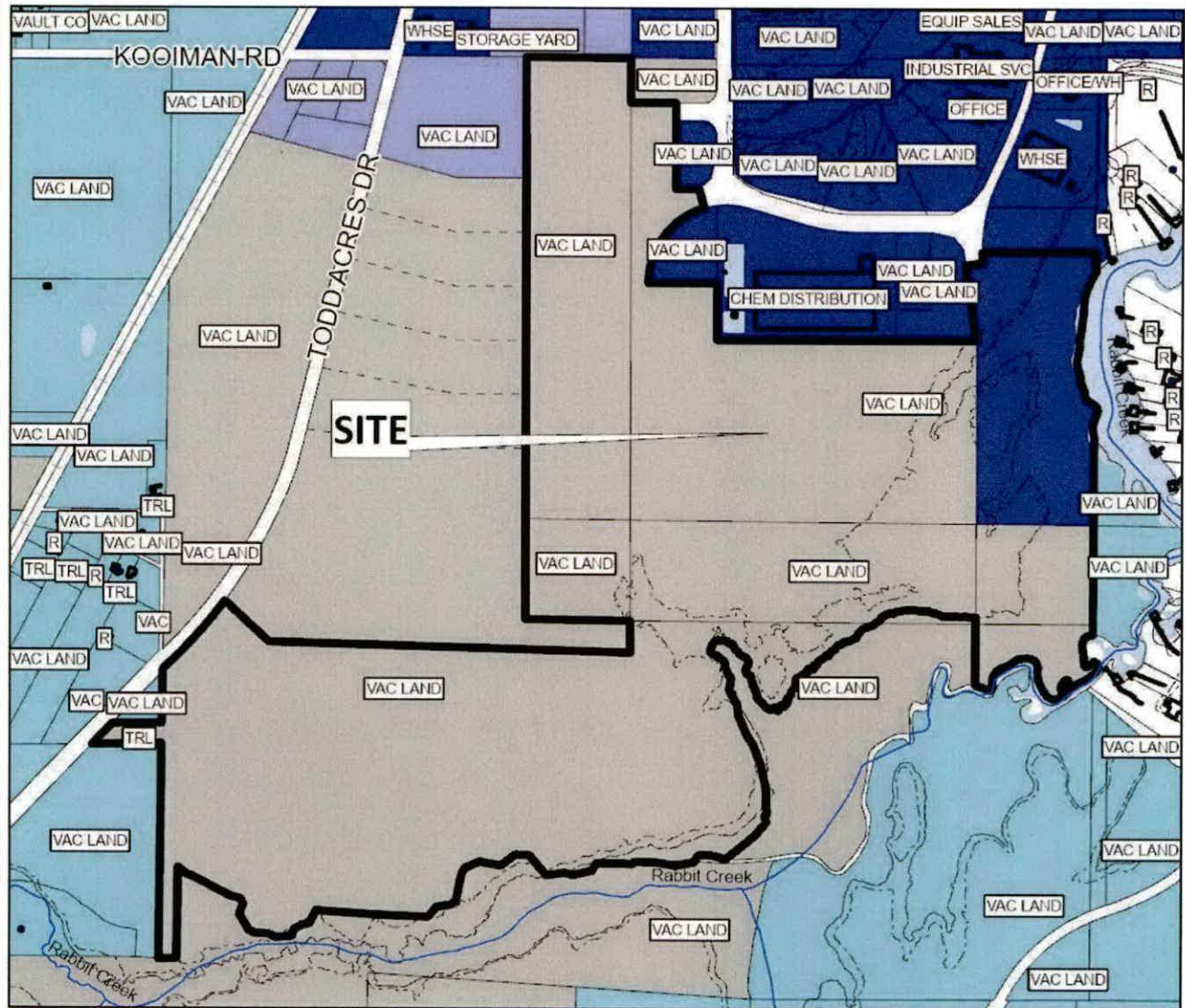
APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units. Residential units lie west of the site.

APPLICATION NUMBER 10 DATE December 19, 2024
 APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
 REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1

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



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

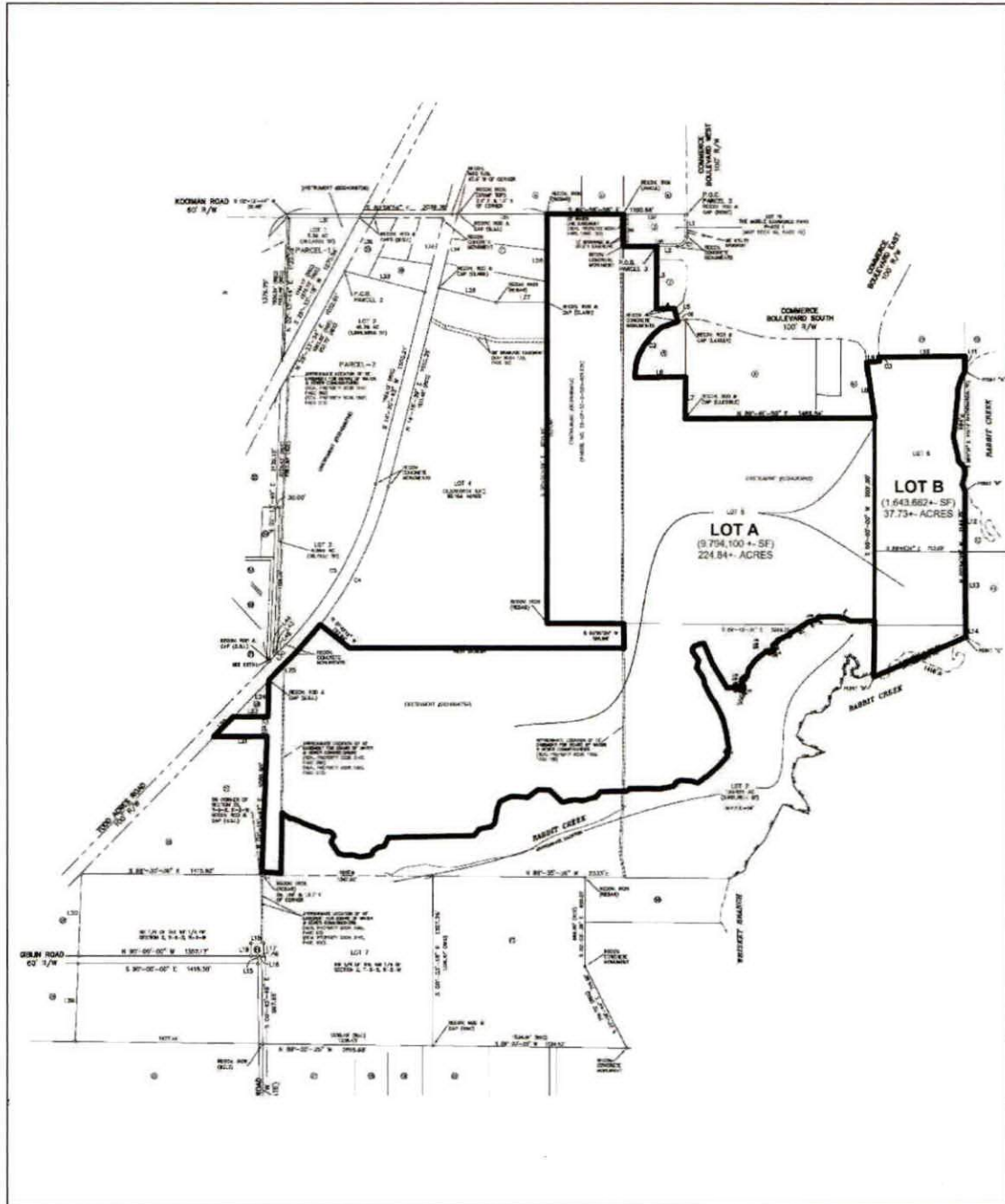
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; and
2. Full compliance with all municipal codes and ordinances.

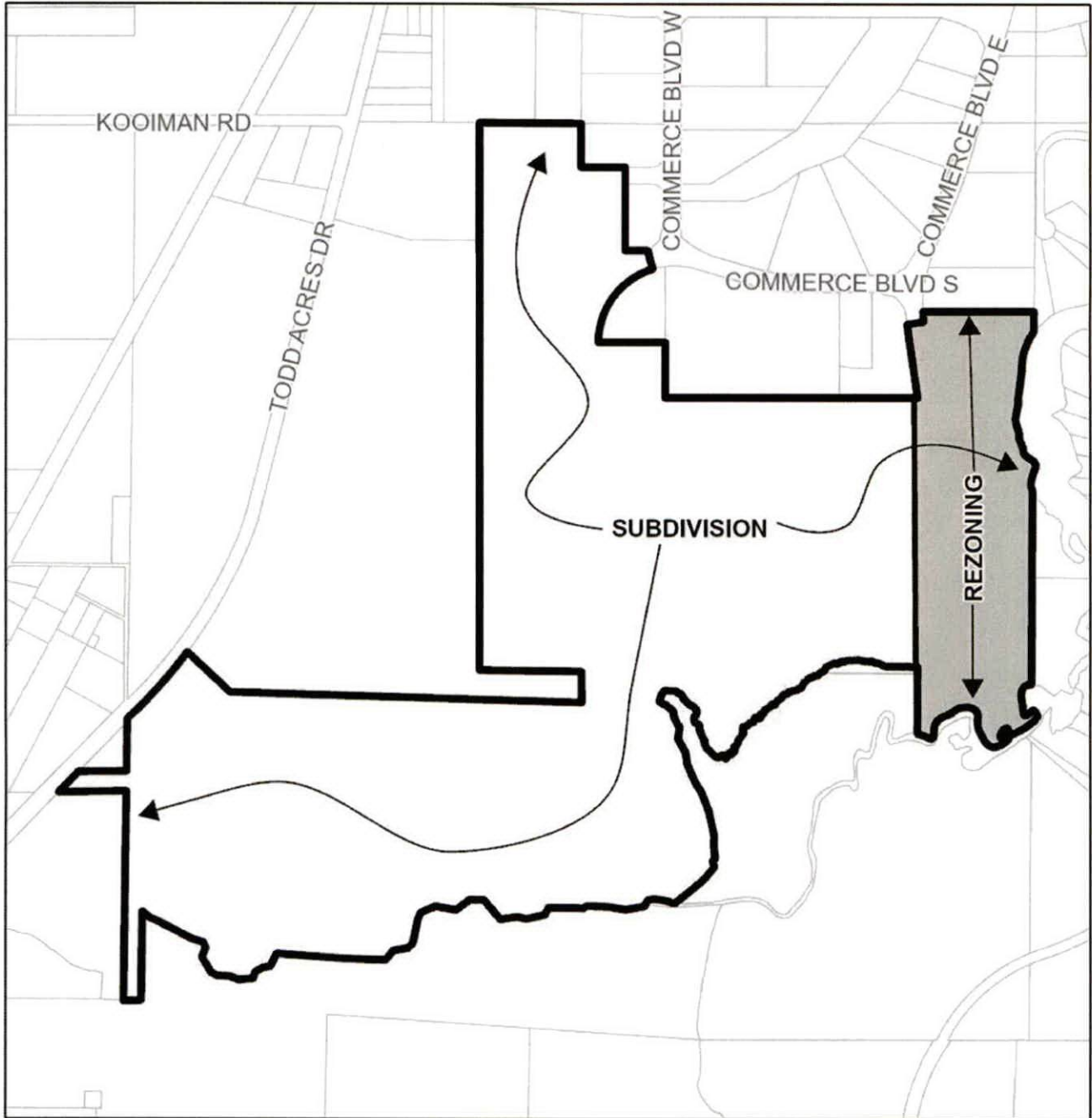
SITE PLAN



The site plan illustrates the proposed lot boundaries and creek.

APPLICATION NUMBER	10	DATE	December 19, 2024	
APPLICANT	Resubdivision of Lots 5 & 6, Todd Acres Industrial Park			
REQUEST	Subdivision, Rezoning from B-5 and I-1 to R-1			

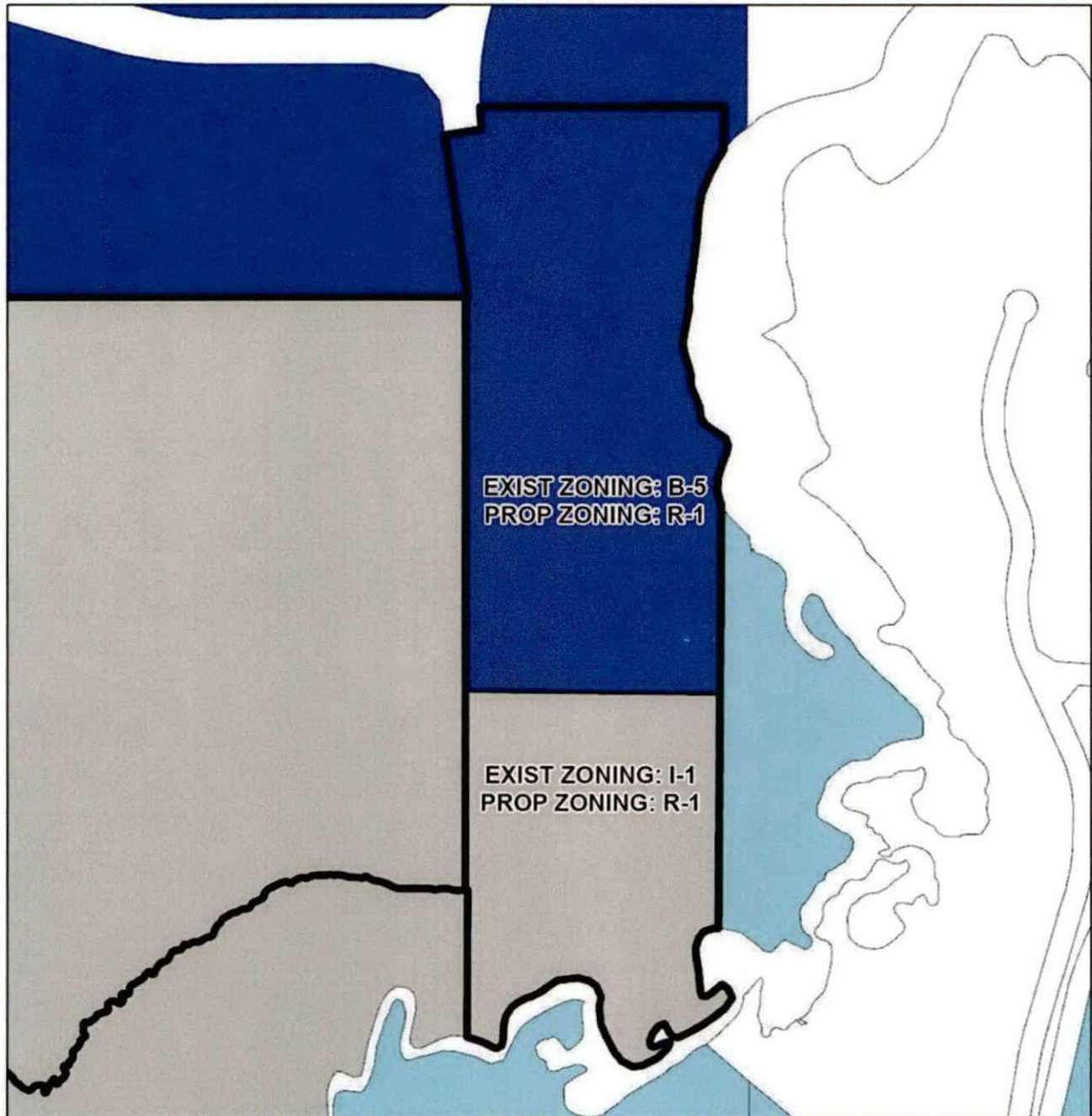
DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE December 19, 2024
 APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
 REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1



DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE December 19, 2024

APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1



NTS

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

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

Zoning District Correspondence Matrix

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

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of

heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as

buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planning Approval
For Property located at
817 Downtowner Boulevard and 3725 Airport Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 18th day of March 2025, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planning Approval for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on September 1, 2022, to allow an expansion of an existing charter secondary school on property located at 817 Downtowner Boulevard and 3725 Airport Boulevard and described as follows:

LOT 1, RESUBDIVISION OF LOTS 1-A & 1-B, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 86 PAGE 114, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

ALSO

LOT 9A, RESUBDIVISION OF LOT 9, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 133 PAGE 82, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on November 18, 2024 to allow the expansion of an existing charter secondary school in a B-3, Community Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on December 19, 2024 and recommended approval of the major modification of the Planning Approval subject to the following conditions:

1. Provision of a revised Planning Approval site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final Planning Approval site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Provision of a revised Planning Approval site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final Planning Approval site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;

3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on September 1, 2022, to allow an expansion of an existing charter secondary school on property located at 817 Downtowner Boulevard and 3725 Airport Boulevard and described as follows:

LOT 1, RESUBDIVISION OF LOTS 1-A & 1-B, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 86 PAGE 114, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

ALSO

LOT 9A, RESUBDIVISION OF LOT 9, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 133 PAGE 82, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on November 18, 2024 to allow the expansion of an existing charter secondary school in a B-3, Community Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on December 19, 2024 and recommended approval of the major modification of the Planning Approval subject to the following conditions:

1. Provision of a revised Planning Approval site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final Planning Approval site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;

9. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Provision of a revised Planning Approval site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final Planning Approval site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
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5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;

9. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
817 Downtowner Boulevard & 3725 Airport Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

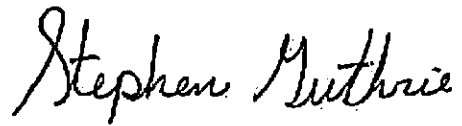
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Accel Academy for a Major Modification of a previously approved Planning Approval allowing the expansion of an existing charter secondary school in a B-3, Community Business Suburban District, for the property located at 817 Downtowner Boulevard and 3725 Airport Boulevard.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a revised Planning Approval site plan showing the overall development, as amended by the Major Modification requests;
2. Revision of the final Planning Approval site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 16, 2025

Charles D. Tisher, Jr., P.E.
Clark Geer Latham & Associates
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 817 Downtowner Boulevard & 3725 Airport Boulevard
MOD-003152-2024
Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of an existing charter secondary school in a B-3, Community Business Suburban District

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Provision of a revised Planning Approval site plan showing the overall development, as amended by the Major Modification requests;
2. Revision of the final Planning Approval site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the Planning Approval to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$497.04**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

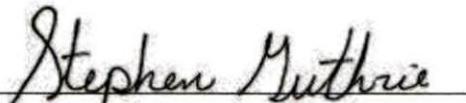
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Mobile Festival Center - PUD Modification and Planning Approval

CORPORATE CONFIRMATION OF AUTHORITY

This Corporate Confirmation of Authority (the "**Confirmation**") is made this 15th day of November 2024 (the "**Confirmation Effective Date**") by and between Mobile Festival Acquisition, LLC, by and through The Woodmont Company, acting solely in its capacity as Receiver.

RECITALS

WHEREAS, by that certain Order Appointing Receiver dated July 15, 2024 (the "**Order**"), the Circuit Court of Mobile County, Alabama (the "**Court**"), Case Number CV-2024-901728.00 appointed The Woodmont Company as the receiver over the real and personal property that is Mobile Festival Centre and has authorized The Woodmont Company to act on its behalf.

WHEREAS, the Order limits the liability of the Receiver pursuant to its terms, and a party may apprise itself of complete knowledge of those limitations by its review of the Order which is filed of public record.

WHEREAS, the Order granted the Receiver certain powers, duties, and authority, including but not limited to the right to operate, manage, control, conduct, care for, preserve, and maintain the Property ("**Property**" as defined in the Order) which includes the Premises.

WHEREAS, the Premises is owned by Mobile Festival Acquisition, LLC ("**Owner**") and Landlord has no interest therein.

WHEREAS, the Receiver retained the services of The Woodmont Company, Inc. to act as the property manager for the Premises, and has authorized The Woodmont Company, Inc. to act on its behalf.

NOW THEREFORE, the Receiver has authorized Accel Academy, by and through its representative known as Clark Geer Latham & Associates, to act on its behalf before the City of Mobile Planning & Zoning Department, and the intent of this Confirmation is to memorialize that authority.

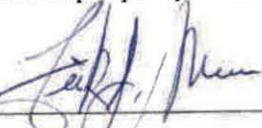
1. The Receiver authorizes Thomas E. Latham PE, Charles D. Tisher Jr PE, and Clark Geer Latham & Associates to act as agent regarding Accel Academy's application for the proposed modification of the Planed Unit Development which will be presented

- before the City of Mobile Planning & Zoning Department on behalf of Accel Academy, and give authority for that agent to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department.
2. The Receiver agrees to allow the City of Mobile to post on the Property, which is located within the city limits of Mobile, Alabama, at 3725 Airport Blvd. MOBILE, AL 36608, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. The Receiver understands that the City of Mobile will erect and maintain said sign for the prescribed period.
 3. The Receiver and Mobile Festival Acquisition, LLC, shall each have the right to terminate this Confirmation immediately upon written notice to Accel Academy or the City of Mobile. In the event of such termination, the City of Mobile shall immediately cease all activities authorized under this Confirmation, and all authority granted by the Receiver, or its agents, shall be revoked.

MOBILE FESTIVAL ACQUISITION, LLC

**By: THE WOODMONT COMPANY, ACTING
SOLELY IN ITS CAPACITY AS RECEIVER**

By: The Woodmont Company, Receiver's
authorized property management company

By: 
Frederick J. Meno, President & CEO – Asset and
Property Management Services, for The
Woodmont Company

Date: 11/15/2024

City of Mobile Planning and Zoning

205 Government Street

3rd Floor, South Tower

Mobile, AL 36602

Re: Mobile Festival Center PUD Modification and Planning Approval

November 18, 2024

We, MAEF Real Estate Holdings, Inc., authorize Thomas E. Latham PE, Charles D. Tisher Jr PE and Clark Geer Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the Mobile Festival Center and MAEF Public Charter Schools, Inc., dba Accel Academy.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. M. Jones', with a long horizontal flourish extending to the right.

Jordan M. Jones

Chair

MAEF Real Estate Holdings, Inc.



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	CHARLES D. TISHER JR., PE	CHARLES D. TISHER JR., PE
Firm:	CLARK GEER LATHAM & ASSOCIATES	CLARK GEER LATHAM & ASSOCIATES
Phone:	251-344-7073	251-344-7073
Email:	CTISHER@CGLENGINEERS.COM	CTISHER@CGLENGINEERS.COM
Address:	3901 SPRINGHILL AVE. MOBILE, AL 36608	3901 SPRINGHILL AVE. MOBILE, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	OWNER
Name:	MOBILE FESTIVAL ACQUISITION, LLC	MAEF REAL ESTATE HOLDINGS INC.
Firm:	THE WOODMONT COMPANY	C/O JORDAN JONES
Phone:	682-978-1904	646-216-9242
Email:	JMCGREEVEY@WOODMONT.COM	JJONES@MEDORAPARTNERS.COM
Address:	2100 WEST 7TH ST, FORT WORTH, TX 76107	3725 AIRPORT BLVD STE 161 MOBILE, AL 36608

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

817 DOWNTOWNER BLVD

.86

Property Address
00556758

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
B-3

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date



11-18-24

Applicant or Agent Signature (if applicable)

Date

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



11-18-24

Applicant or Agent Signature

Date

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Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

ACCEL ACADEMY DESIRES TO EXPAND THEIR PROPERTY TO PROVIDE A GYMNASIUM FOR USE BY THE SCHOOL. THIS WILL REQUIRE A MODIFICATION TO PREVIOUS PLANNING APPROVAL FOR THIS SITE. THEY ALSO DESIRE TO BE BROUGHT INTO THE FESTIVAL CENTER PUD WHICH WILL REQUIRE A MAJOR PUD MODIFICATION. THE PROPERTY SITS IN A SUBURBAN CENTER WHICH CALLS FOR MIXED USE DEVELOPMENT THE PROPOSED PROJECT SERVES THE COMMUNITY AND PROVIDES AN ATHLETIC FACILITY FOR THE SCHOOL AND SCHOOL COMMUNITY.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

THE SURROUNDING NEIGHBORHOOD CONTAINS MIXED USE COMMERCIAL SPACE. THE FESTIVAL CENTER HOUSES THE ACCEL ACADEMY AND THIS PROPOSED PROJECT PROVIDES AN ATHLETIC FACILITY FOR THE SCHOOL THAT ALREADY EXISTS IN THE NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

THE PROPOSED PROJECT WILL BE DESIGNED PER CITY OF MOBILE CODES AND REGULATIONS AND WILL NOT IMPACT IMPROVEMENTS OF ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
14,885 SQUARE FOOT GYMNASIUM. BUILDING HEIGHT WILL BE 35 FEET.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

THE SITE CONTAINS MULTIPLE OAK TREES ALONG DOWNTOWNER BLVD THAT WILL REMAIN. ALL OTHER PLANNING AND ZONING REQUIREMENTS FOR SCREENING WILL BE FOLLOWED.

- ☐ Lighting:

LIGHTING WILL BE PROVIDED PER CODE REQUIREMENTS.

- ☐ Hours of operation:

THE FACILITY WILL OPERATE DURING NORMAL SCHOOL HOURS AND POTENTIALLY LATER DURING AN ATHLETIC/SCHOOL EVENT.

- ☐ Other conditions that are unique to the use of the property:

THE PROPOSED PROJECT WILL HAVE SHARED PARKING WITH THE FESTIVAL CENTER.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

THE ONLY POTENTIAL NOXIOUS ISSUE FROM THIS PROJECT WILL BE NOISE. THE EVENTS HOWEVER WILL BE HELD INSIDE SO THE NOISE WILL BE CONTAINED AND THE HOURS OF OPERATION WILL NOT BE LATE.

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

ACCEL ACADEMY IS A PUBLIC CHARTER SCHOOL AND SERVES AS AN EDUCATIONAL CENTER FOR THE YOUTH OF THE COMMUNITY OF MOBILE. THE GYMNASIUM WILL ALLOW THEM TO HOST ATHLETIC EVENTS AND HOST OTHER SCHOOLS IN THE COMMUNITY. THEREFORE THE GYMNASIUM WILL BENEFIT STUDENTS THROUGHOUT THE CITY OF MOBILE.

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THE CITY OF MOBILE.

Clark Geer Latham & Associates

3901 Springhill Ave
Mobile, AL 36608

Accel Day & Evening Academy
3100 Cottage Hill Road
Mobile, AL 36606

Mobile Festival Acquisition, LLC

c/o Patrick Tesluck
6440 Westfield Blvd
Indianapolis, IN 46220

Lois Mobile Associates, LLC
11540 E. US Highway 92
Seffner, FL 33584

MOBFIRM, LLC
c/o Robbins Properties I, LLC
3100 West End Avenue, Ste 1070
Nashville, TN 37203

Habitat for Humanity of
Southwest Alabama
P. O. Box 16422
Mobile, AL 36616

Gulf Investments, Inc.
800 Brookstone Ctr Pkwy
Columbus, GA 31904

Springdale Stores, Inc.
P. O. Box 16126
Mobile, AL 36616

White-Spinner Investment, LLC
3201 Dauphin Street
Mobile, AL 36606

MDC Coast 17, LLC
11995 El Camino Real
Attn: Legal Department
San Diego, CA 92130

MAEF Real Estate Holdings, Inc.

3725 Airport Blvd., Suite 161
Mobile, AL 36608

ELANC, LLC
1525 Ridgeland Road W.
Mobile, AL 36695

FCPT Restaurant Properties, LLC
591 Redwood Hwy, Ste 1150
Mill Valley, CA 94941

Mobile Outparcels, LLC
14039 Sherman Way, Ste 206
Attn: Manager
Los Angeles, CA 91405

The Pep Boys – Manny, Moe & Jack
108 Town Park Drive NW
Kennesaw, GA 30144

Home Depot USA, Inc.
Property Tax Dept #0865
P. O. Box 105842
Atlanta, GA 30348

DBI Properties, LLC
3700 Cahaba Beach Road
Birmingham, AL 35242

3725 Airport Boulevard, LP
4851 LBJ FWY, 10th Floor
Dallas, TX 75244

MOHAJER12 CORP
7132 Charleston Point Court
Mobile, AL 36695

Festival, LLC
958 Montlimar Drive
Mobile, AL 36609

Payne & Payne Real Estate, LLC
6508 Stone Mill Drive
Mobile, AL 36619

GS Montlimar Drive, LLC
214 Brazilian Ave., Suite 212
Palm Beach, FL 33480

Alta Pointe Health Systems, Inc.
5750 Southland Drive
Mobile, AL 36693

Ogburn Family Ltd Partnership II
P. O. Box 230
Point Clear, AL 36564

Mayer Mitchell, Abraham Mitchell,
& W. A. Lubel P. O. Box 16006
Mobile, AL 36616

Walter Kinnard Little, Jr., DDS, PC
1020 Montlimar Drive
Mobile, AL 36609

LSG Pine Bend & Hamptons, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue, Ste 1
Lakewood, NJ 08701

State of Alabama
Montgomery, AL 36130

Lafayette Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue, Ste 1
Lakewood, NJ 08701

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

Khuyen, Anh, & Nham Nguyen
6924 Providence Estate Dr. S.
Mobile, AL 36695

Downtown Mobile Business
525 Spring Park Drive
Mobile, AL 36608

Newell Holdings, LLC
4309 Downtowner Loop S.
Mobile, AL 36609

Belk Development Company, Inc.
P. O. Box 307
Citronelle, AL 36522

Jeffery & Sherrian Harden
8500 Georgetown Trace Ln.
Chattanooga, TN 37421

Betty S. Phillips
5520 Regency Oaks Dr. S.
Mobile, AL 36609

Arendall Enterprises, Inc.
c/o Calvin & Assoc., Inc.
1111 E. I-65 Service Rd. S., Ste 202
Mobile, AL 36606

Elliotts, Inc.
c/o Janet Elliott
11331 St. Ives Court
Daphne, AL 36526

Billy Yates
4308 Midmost Drive
Mobile, AL 36609

Farah Investments, LLC
1012 Keniston Avenue
Los Angeles, CA 90019

Army Aviation Center
Federal Credit Union
341 N. Daleville Avenue
Daleville, AL 36322

Mobile Subdivision, LLC
40 Airport Road
Lakewood, NJ 08701

Courtaulds Credit Union
c/o Alabama Central Credit Union
P. O. Box 2327
Birmingham, AL 35201

Advanced Spine & Therapy
Holding Company, LLC
1120 College Avenue
Jackson, AL 36545

Alabama Telco Credit Union
P. O. Box 360287
Birmingham, AL 35236

Bay Properties & Investments, LLC
813 Downtowner Blvd., Suite A
Mobile, AL 36609

River Creek Properties, LLC
P. O. Box 482
Fairhope, AL 36533

Charles Henry Bryars, III
2270 Hillcrest Road
Mobile, AL 36695

Clark Geer Latham & Associates

3901 Springhill Ave
Mobile, AL 36608

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Baton Rouge, LA 70896

Khuyen, Anh, & Nham Nguyen
6924 Providence Estate Dr. S.
Mobile, AL 36695

Downtown Mobile Business
525 Spring Park Drive
Mobile, AL 36608

Newell Holdings, LLC
4309 Downtowner Loop S.
Mobile, AL 36609

Belk Development Company, Inc.
P. O. Box 307
Citronelle, AL 36522

Jeffery & Sherrian Harden
8500 Georgetown Trace Ln.
Chattanooga, TN 37421

Betty S. Phillips
5520 Regency Oaks Dr. S.
Mobile, AL 36609

Arendall Enterprises, Inc.
c/o Calvin & Assoc., Inc.
1111 E. I-65 Service Rd. S., Ste 202
Mobile, AL 36606

Elliotts, Inc.
c/o Janet Elliott
11331 St. Ives Court
Daphne, AL 36526

Billy Yates
4308 Midmost Drive
Mobile, AL 36609

Farah Investments, LLC
1012 Keniston Avenue
Los Angeles, CA 90019

Army Aviation Center
Federal Credit Union
341 N. Daleville Avenue
Daleville, AL 36322

Mobile Subdivision, LLC
40 Airport Road
Lakewood, NJ 08701

Courtaulds Credit Union
c/o Alabama Central Credit Union
P. O. Box 2327
Birmingham, AL 35201

Advanced Spine & Therapy
Holding Company, LLC
1120 College Avenue
Jackson, AL 36545

Alabama Telco Credit Union
P. O. Box 360287
Birmingham, AL 35236

Bay Properties & Investments, LLC
813 Downtowner Blvd., Suite A
Mobile, AL 36609

River Creek Properties, LLC
P. O. Box 482
Fairhope, AL 36533

Charles Henry Bryars, III
2270 Hillcrest Road
Mobile, AL 36695



Agenda Item # 13

MOD-003152-2024 & MOD-003150-2024

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

817 Downtowner Boulevard & ³⁷²⁵3275 Airport
Boulevard

Applicant / Agent:

Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

Property Owner:

Mobile Festival Acquisition, LLC & MAEF Real Estate
Holdings, Inc.

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

Mixed Commercial Corridor & District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Within one (1) year of approval

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

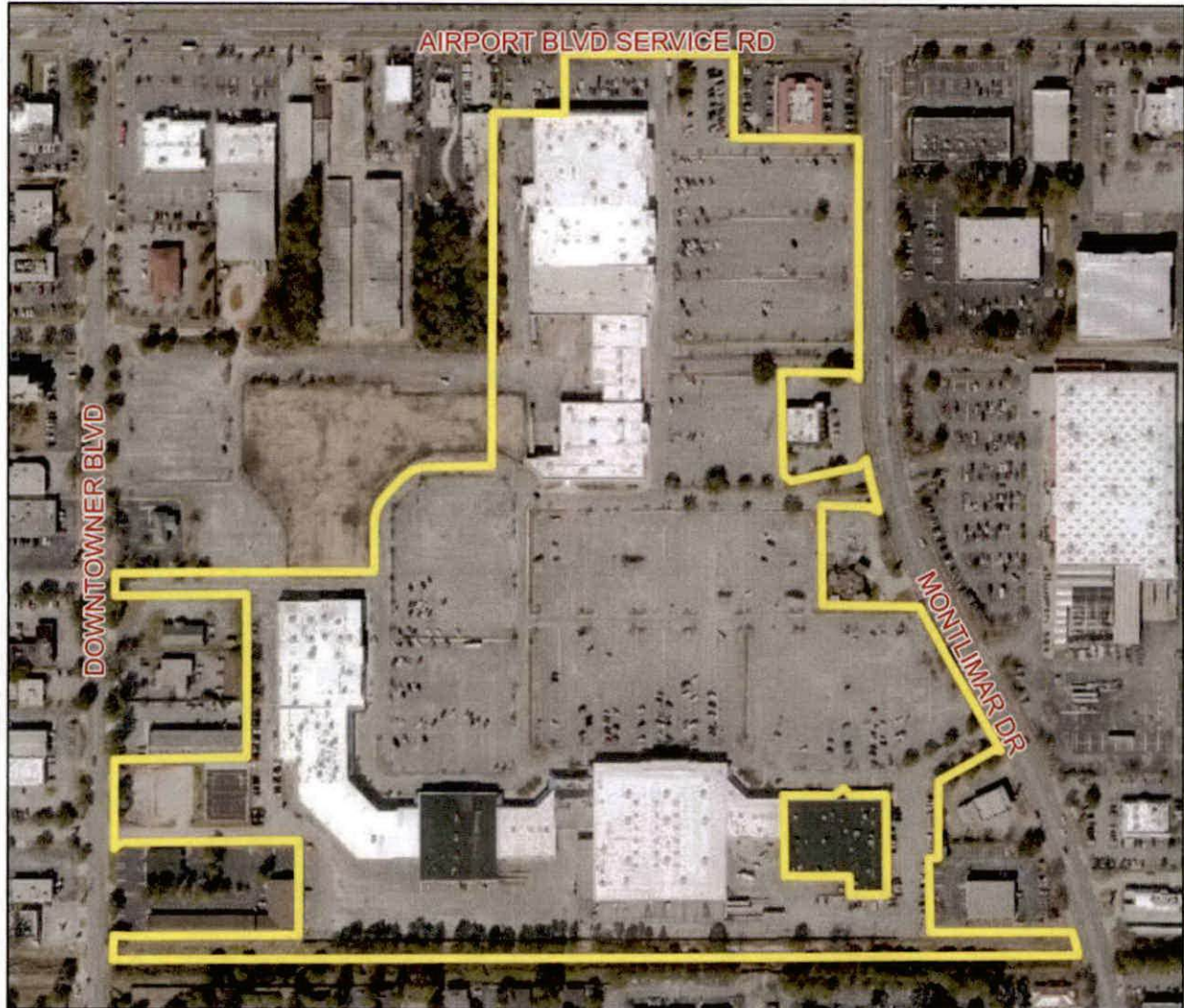
Considerations:

1. Modification of a previously approved Planning Approval with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER <u>13</u> DATE <u>December 19, 2024</u>
APPLICANT <u>Accel Academy (Charles D. Tisher, Jr., P.E., Agent)</u>
REQUEST <u>PUD Modification, Planning Approval Modification</u>



SITE HISTORY

The site has been the subject of various Subdivision and Planned Unit Development (PUD) approvals since 1986, as the Festival Center. Planning Approval to allow use of a portion of the property as a charter secondary school was granted by the Planning Commission in 2021. In September 2022, the Planning Commission approved amendments to the Subdivision, Planning Approval and PUD to expand the school use to include an adjacent lot on which a gymnasium was proposed to be constructed. While the Subdivision process was completed, the PUD approval expired prior to any permits being issued for development of the adjacent site.

The Board of Zoning Adjustment approved Sign Variances in 2010, 2012, and 2013 to allow an increase in the number of wall signs on the property.

It should be noted that two (2) basketball courts were constructed on the property (at 817 Downtowner Boulevard) without any permits.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification

No comments.

Planned Unit Development Modification

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

As mentioned, the most recently approved Planning Approval and PUD allowed for the expansion of the school use to include an adjacent lot on which a gymnasium was proposed to be constructed. The request at hand will modify the previous amendments to allow construction of a larger gymnasium than was first proposed and approved. Applications for each modification request and all supporting documentation can be viewed via the links on Page 1 of this report.

The site plan illustrates the lot adjacent to the overall Festival Center property on which a 14,885± square-foot gymnasium is proposed to be constructed. The previously mentioned basketball courts are also illustrated, along with four (4) parking spaces and an area dedicated to bus loading. A dumpster enclosure and several additional parking spaces located on the Festival Center site are also detailed on the site plan for the gymnasium. A site plan for the overall development was submitted with the requests, but only highlights the adjacent site on which the gymnasium is proposed versus the proposed building and parking spaces, and existing basketball courts. As such, a revised site plan illustrating the proposed changes to the overall PUD site should be required prior to the approval of any associated development permits.

No parking calculations were provided that justify the amount of parking provided for the gymnasium, but shared access with the Festival Center may satisfy any off-street parking requirements for the proposed use. It should be noted, however, that the site shares access via a private drive, to the South, and other than driveways providing vehicle access, there does not appear to be any infrastructure allowing pedestrians to access the gymnasium site from the Festival Center. A sidewalk is illustrated along Downtowner Boulevard, and a sidewalk is illustrated around the proposed basketball courts, but no other pedestrian connection to the site is provided, particularly

from the existing school. As such, the site plan should be revised to either provide pedestrian access between the two sites or to depict existing pedestrian access between the two sites.

No tree plantings or landscape area are illustrated on the site plan for the gymnasium site, and are not required for this review; however, a note should be placed on both the Planning Approval and PUD site plans stating that the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code. A compliant tree planting and landscape area plan for the gymnasium site will be required at the time of permitting.

The site is surrounded to the North, East, and West by commercial uses in B-2, Neighborhood Business, and B-3, Community Business Districts. To the South of the Festival Center is a multi-family apartment complex in a B-1, Buffer Business District. To the South of the proposed gymnasium site are additional commercial uses, also in B-2, Neighborhood Business, and B-3, Community Business Districts.

The Festival Center has frontages and access along Airport Boulevard, Montlimar Drive, and Downtowner Boulevard. The proposed gymnasium site can be accessed via the Festival Center but has its own frontage and access along Downtowner Boulevard.

Expansion of the existing school onto the adjacent property for use as a gymnasium does not appear to constitute an increase in the number of students or teachers such that it would impact the school's consistency with previous uses. It also does not appear that it would impact the other uses within the Festival Center as the expansion will be located on an adjacent property, with direct access to Downtowner Boulevard, thereby limiting the need to access the site through the larger Festival Center site.

It should be noted that future development or redevelopment of the site may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development;
and

b. Includes adequate public facilities and utilities;

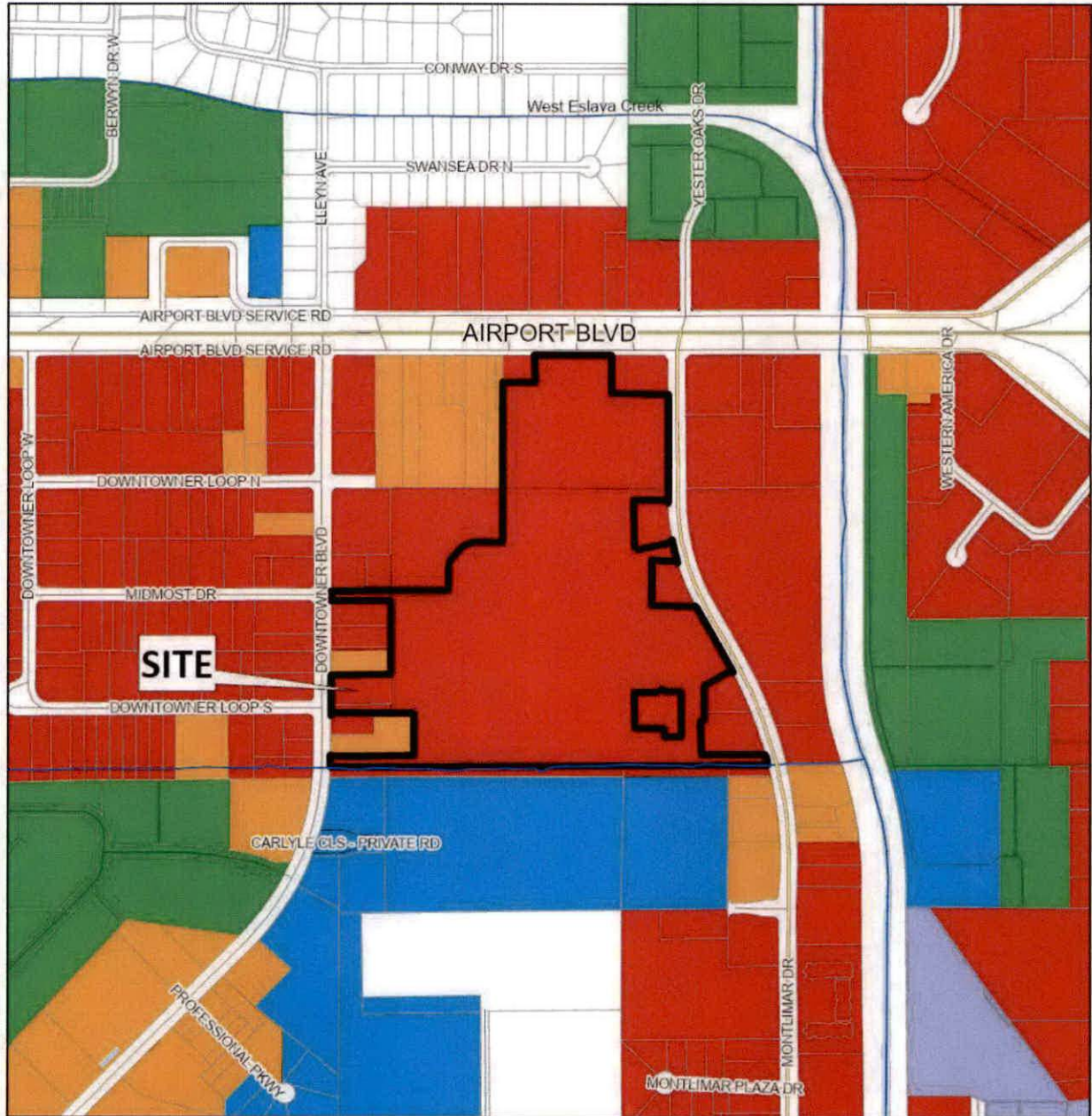
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Provision of revised Planning Approval and Planned Unit Development (PUD) site plans showing the overall development, as amended by the Major Modification requests;
2. Revision of the final Planning Approval and PUD site plans to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plans stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plans stating that future development or redevelopment of the property may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning;
and
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



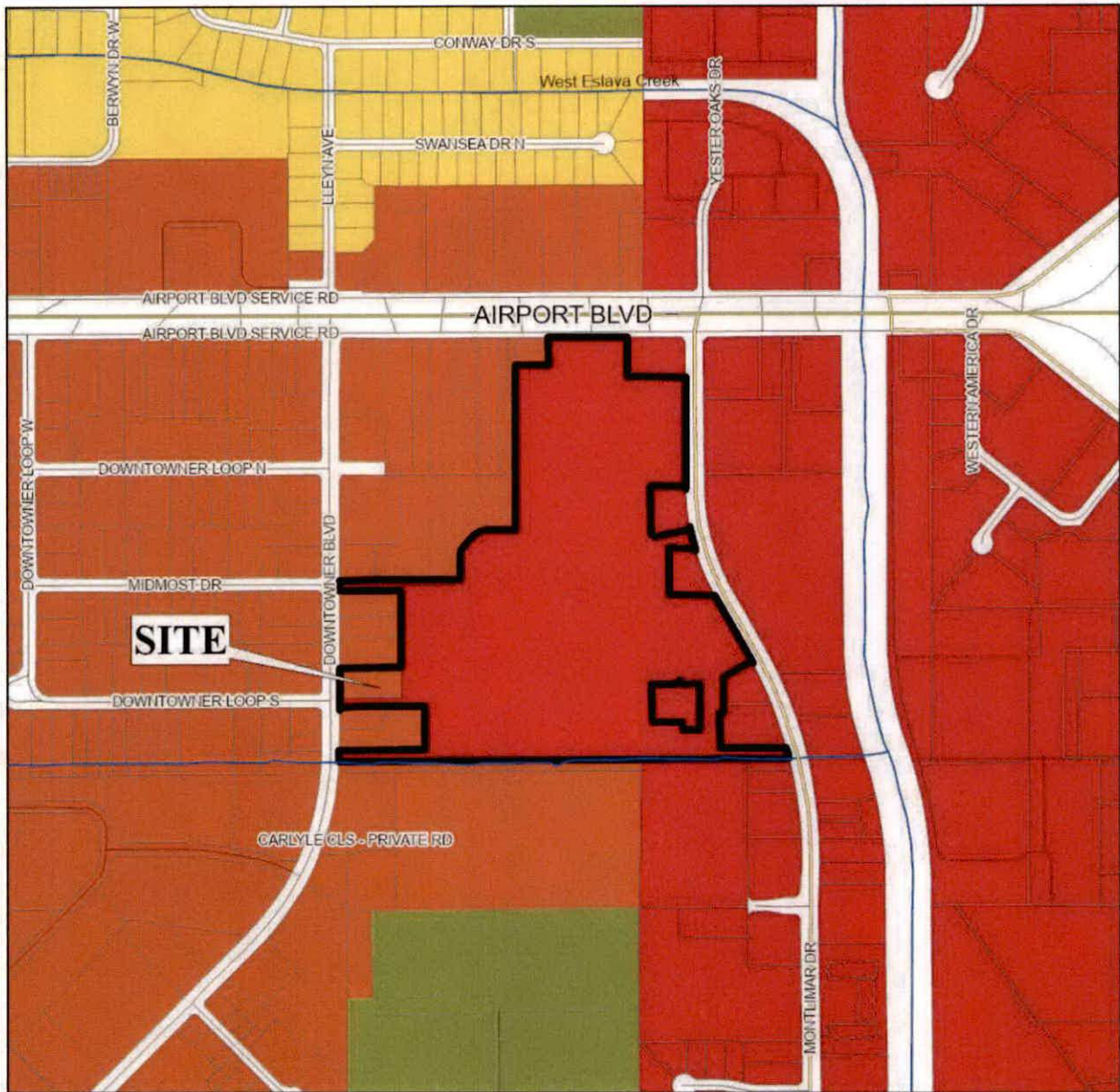
APPLICATION NUMBER 13 DATE December 19, 2024

APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

REQUEST PUD Modification, Planning Approval Modification



FLUM LOCATOR MAP

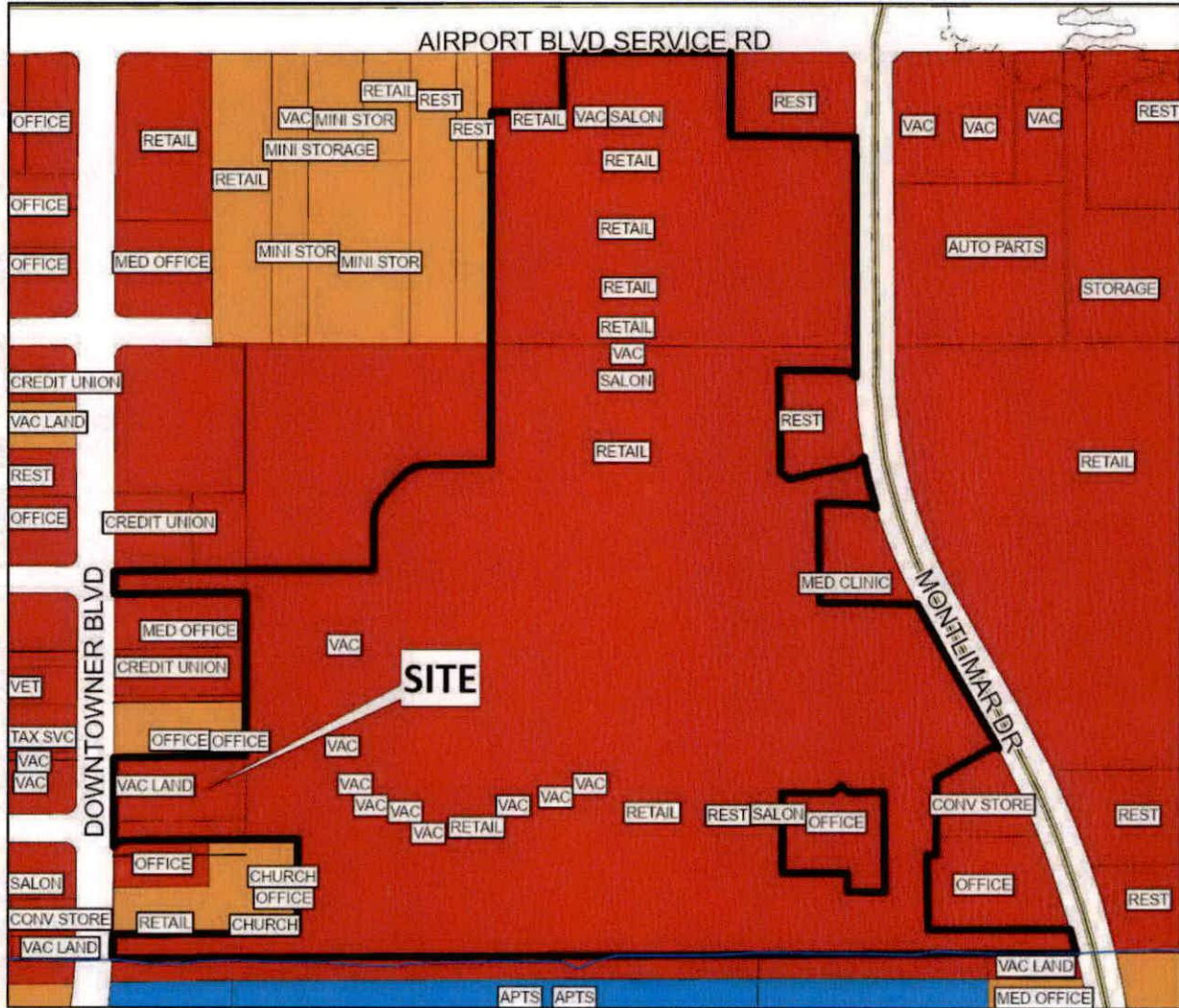


APPLICATION NUMBER 13 DATE December 19, 2024
 APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
 REQUEST PUD Modification, Planning Approval Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 13 DATE December 19, 2024

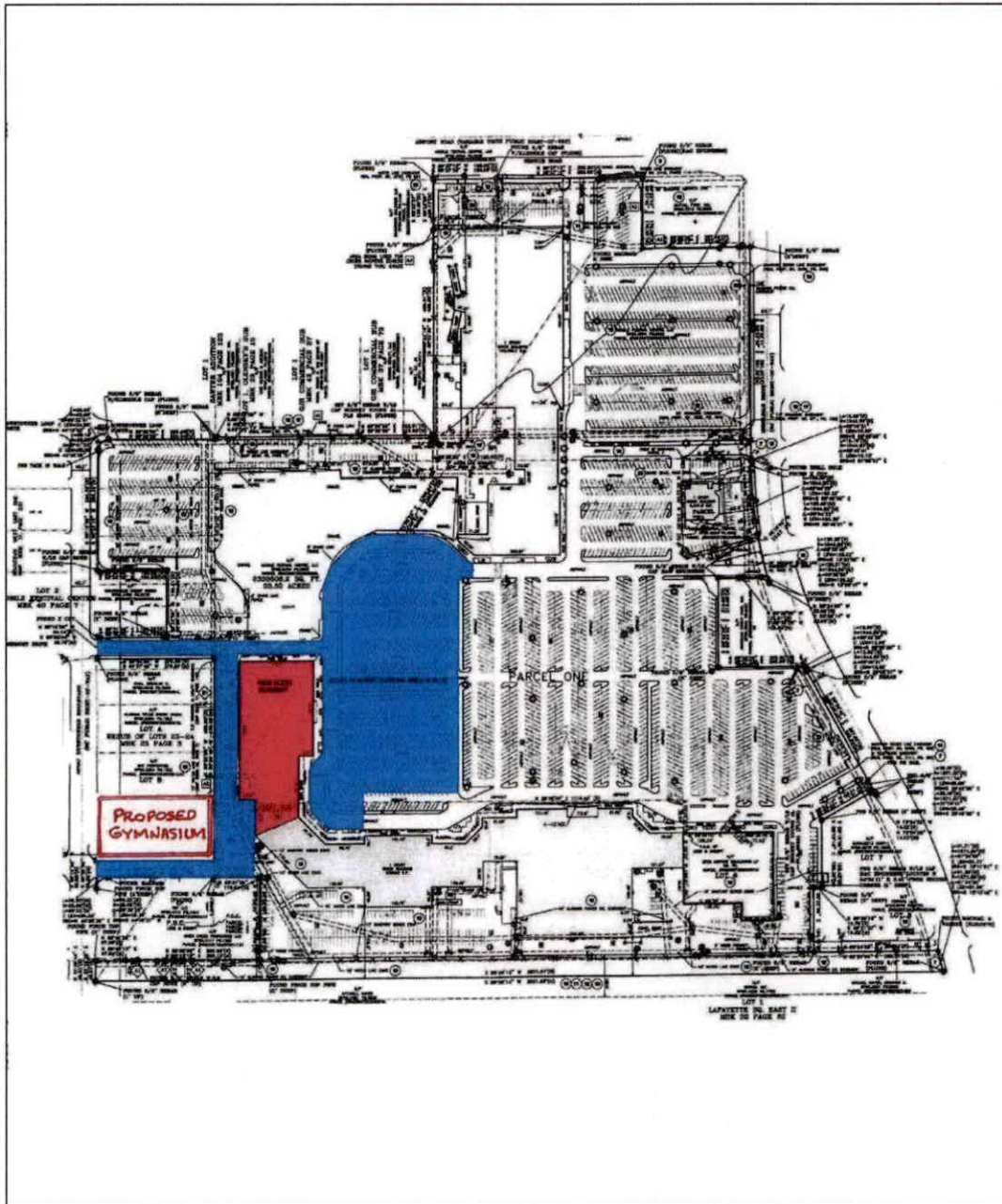
APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

REQUEST PUD Modification, Planning Approval Modification

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



SITE PLAN

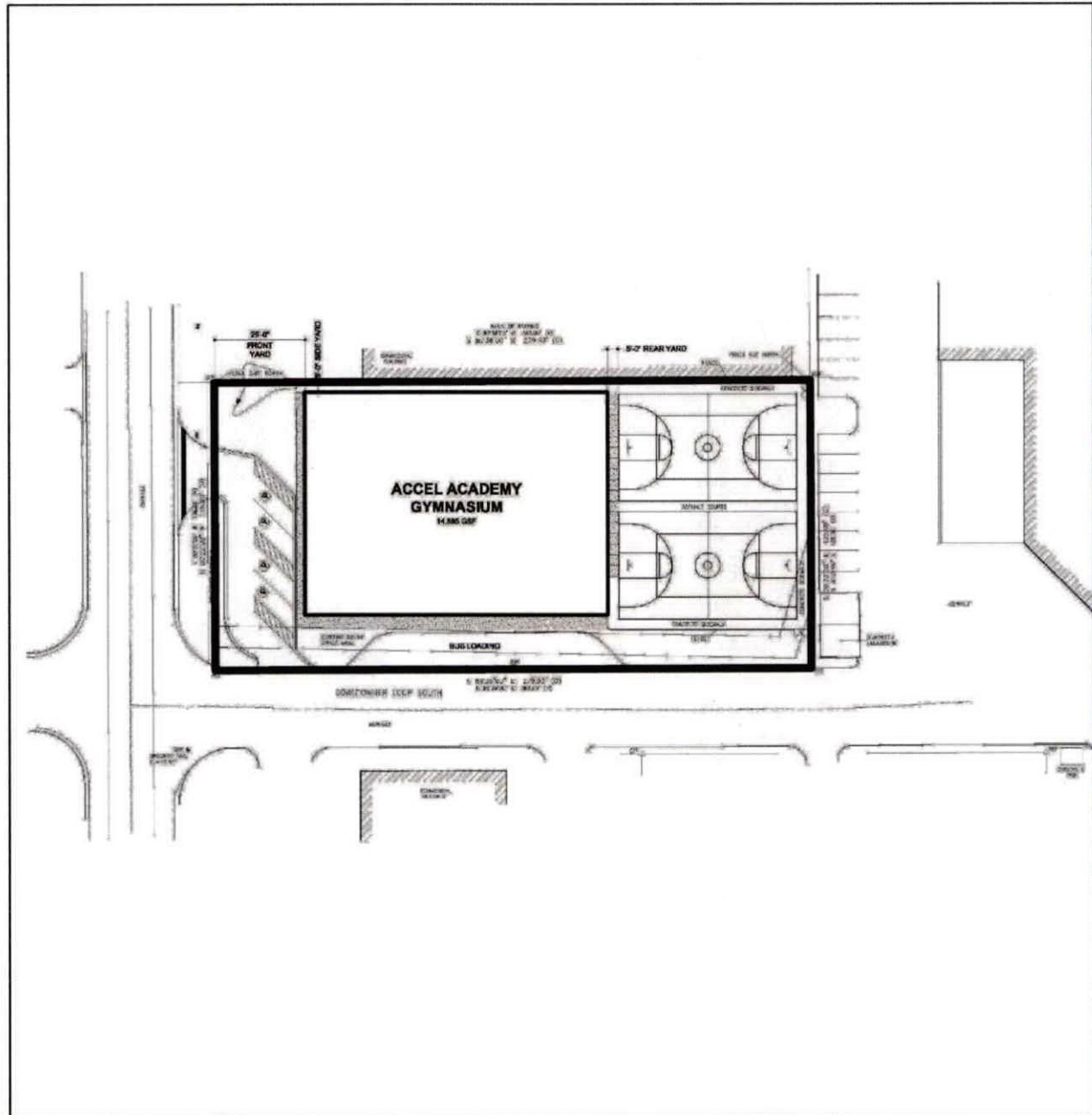


The site plan illustrates the existing academy, parking, and proposed gymnasium.

APPLICATION NUMBER	13	DATE	December 19, 2024
APPLICANT	Accel Academy (Charles D. Tisher, Jr., P.E., Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE December 19, 2024

APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

REQUEST PUD Modification, Planning Approval Modification



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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at
817 Downtowner Boulevard and 3725 Airport Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 18th day of March 2025, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 1, 2022, to allow shared access between two (2) building sites on property located at 817 Downtowner Boulevard and 3725 Airport Boulevard and described as follows:

LOT 1, RESUBDIVISION OF LOTS 1-A & 1-B, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 86 PAGE 114, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

ALSO

LOT 9A, RESUBDIVISION OF LOT 9, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 133 PAGE 82, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on November 18, 2024 to allow shared access between two (2) building sites.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on December 19, 2024 and recommended approval of the major modification of the PUD subject to the following conditions:

1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification request;

2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;

3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of March, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 19th day of February, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 817 Downtowner Boulevard and 3725 Airport Boulevard.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on September 1, 2022. The owner of said property has applied for a major modification of the PUD to allow shared access between two (2) building sites. If approved, the major modification will allow shared access between two (2) building sites, subject to the following proposed conditions: 1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification request; 2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites; 3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code; 4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 5. Compliance with all Engineering comments noted in the staff report; 6. Compliance with all Traffic Engineering comments noted in the staff report; 7. Compliance with all Urban Forestry comments noted in the staff report; 8. Compliance with all Fire Department comments noted in the staff report; 9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and 10. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on September 1, 2022, to allow shared access between two (2) building sites on property located at 817 Downtowner Boulevard and 3725 Airport Boulevard and described as follows:

LOT 1, RESUBDIVISION OF LOTS 1-A & 1-B, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 86 PAGE 114, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

ALSO

LOT 9A, RESUBDIVISION OF LOT 9, MOBILE FESTIVAL CENTRE AS RECORDED IN MAP BOOK 133 PAGE 82, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on November 18, 2024 to allow shared access between two (2) building sites.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on December 19, 2024 and recommended approval of the major modification of the PUD subject to the following conditions:

1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;

9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification request;
2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;

9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
817 Downtowner Boulevard & 3725 Airport Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

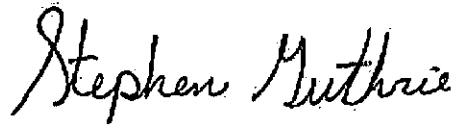
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Accel Academy for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access between two (2) building sites, for the property located at 817 Downtowner Boulevard and 3725 Airport Boulevard.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification requests;
2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large, stylized 'S' and 'G'.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 16, 2025

Charles D. Tisher, Jr., P.E.
Clark Geer Latham & Associates
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 817 Downtowner Boulevard & 3725 Airport Boulevard
MOD-003150-2024
Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access
between two (2) building sites.

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development (PUD) Modification to the City Council, subject to the following conditions:

MOD-003150-2024 817 Downtowner Boulevard & 3725 Airport Boulevard
January 16, 2025

1. Provision of a revised PUD site plan showing the overall development, as amended by the Major Modification requests;
2. Revision of the final PUD site plan to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plan stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plan stating that future development or redevelopment of the property may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and
10. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$484.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

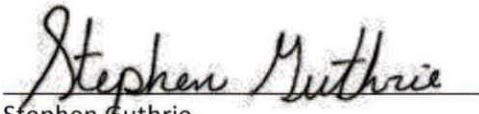
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

IMPROVEMENT NOTES

THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

- A1 THE AC UNITS AND OVERHANG PROJECT ACROSS THE DEED LINE AS SHOWN
- B1 THE CHAIN LINK FENCE CROSSES THE DEED LINE AS SHOWN

SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS. ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS.

- A2 POSSIBLE CROSS INGRESS-EGRESS EASEMENT MAY EXIST

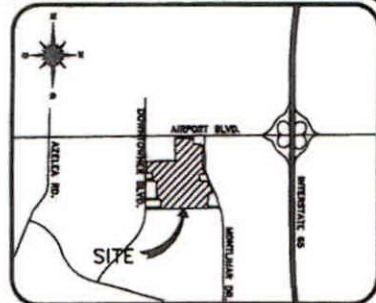
ALTA/ACSM

ALABAMA RECORD



SCALE: 1" = 100'

NORTH INDEX IS
RPS 6054, PG 052



VICINITY MAP

NOT TO SCALE

STANDARD LEGEND

- | | | |
|---------------------------|----------------------------|------------------------------|
| MONUMENT FOUND | POWDERPOLE | SHL SINKER LINE |
| MONUMENT SET | OUT WIRE | SINKER MANHOLE |
| P.K. NAIL FOUND | LIGHT POLE | GREASE TRAP |
| P.K. NAIL SET | GROUND LIGHT | FORCE MAIN |
| MAG NAIL FOUND | STREET LIGHT POLE | CLEAN OUT |
| MAG NAIL SET | ELEC. TRANSFORMER | STORM DRAIN LINE |
| FOUND X MARK | BURIED ELECTRIC | STORM INLET |
| SET X MARK | OVERHEAD ELECTRIC | CATCH BASIN |
| R.L. SPIKE FOUND | ELECTRIC MANHOLE | CURB INLET |
| R.L. SPIKE SET | ELECTRIC METER | PAY PHONE |
| BENCHMARK | ELECTRIC BOX | TELEPHONE BOX |
| COND. R/W MARKER | GENERATOR | TELEPHONE MANHOLE |
| RECORD DATA | ELECTRICAL VALVE | TELEPHONE PEDestal |
| MEASURED DATA | WATER LINE | TELEPHONE MANHOLE |
| CALCULATED DATA | WATER MANHOLE | TELEPHONE POLE |
| N/W RIGHT OF WAY | WATER VALVE | TELEPHONE LINE |
| BSL BACK SET LINE | WATER METER | OVERHEAD TELEPHONE |
| RCF REINFORCED CONC PIPE | HYDRANT | UNDERGROUND TELEPHONE MARKER |
| CMP CORRUGATED METAL PIPE | BACK FLOW PREVENTER | CABLE TELEVISION |
| PVC PLASTIC PIPE | FIRE DEPARTMENT CONNECTION | FIBER OPTIC CABLE |
| MTL METAL | FIRE PROTECTION VALVE | OVERHEAD CABLE |
| AGL ABOVE GROUND LEVEL | HORSE BIBB | CABLE BOX |
| F.P. FOOTPRINT | CONTROL VALVE | CABLE PEDestal |
| DECIDUOUS TREE | IRRIGATION CONTROL VALVE | UNDERGROUND CABLE MARKER |
| L/S LANDSCAPING | RECLAIMED WATER VALVE | TELECOMMUNICATIONS MANHOLE |
| CONCRETE | WATER VALVE | TELECOMMUNICATIONS PEDestal |
| SQUARE METAL LID | WATER WALT | TRAFFIC POLE |
| FUEL TANK LID | GAS VALVE | GAS METER |
| FLAG POLE | GAS METER | UNDERGROUND GAS MARKER |
| UNKNOWN MANHOLE | UNDERGROUND GAS MARKER | GAS MANHOLE |
| PROXER MANHOLE | GAS LINE | TRAFFIC SIGNAL |
| UNKNOWN VALVE METAL | PROPANE TANK | TRAFFIC MANHOLE |
| UNKNOWN VALVE | UNDERGROUND OIL MARKER | TRAFFIC SIGNAL BOX |
| MAL BOX | GUARD RAIL | TRAFFIC VALVE |
| BOLLARD | FENCE | STOP SIGN |
| BORE HOLE | | SIGN |
| MONITORING WELL | | |

SITE DATA

ZONING AND RESTRICTIONS SHOWN HEREIN WERE OBTAINED BY A GENERAL REQUEST AT THE PUBLIC COUNTER OF THE LOCAL ZONING AUTHORITY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIS PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

1. ZONING--
- SETBACKS--
- FRONT=
 - SIDE=
 - REAR=
- HIGHT RESTRICTIONS-- NOT TO EXCEED
- PARKING PROVIDED--
- REGULAR= 2539 SPACES
 - HANDICAP= 30 SPACES
- TOTAL SPACES PROVIDED-- 2569

ALTA/ACSM LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION

TO: LAKESTAR PROPERTIES, LLP AND FIRST AMERICAN TITLE:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6a, 6b, 7a, 7b, 7c, 8, 9, 11(a), 13 & 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 30, 2012.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

FIELD SURVEY: Mike Ward, PLS

For inquiries, questions or concerns about this survey contact inquiries@msurveyor.com or call 1-800-487-4763 ext. 209

U.S. SURVEYOR

4926 Riverwind Pointe Drive
Evansville, Indiana 47715
"America's Land Surveyor"

1-800-TO-SURV

PREPARED FOR:

Lakestar Properties, LLC
Mobile Festival Centre

PROJECT LOCATION:

MOBILE COUNTY, STATE OF ALABAMA

PROJECT ADDRESS:
3725 AIRPORT ROAD
MOBILE, AL 36608

PROJECT TYPE:
ALTA/ACSM LAND
TITLE SURVEY



PROFORMA

RODNEY K. YOUNG P.L.S.
ALABAMA REGISTRATION NO. 25961
DATE OF CERTIFICATION 01/15/13

SHEET 1 OF 2

JOB NUMBER:
054888_RY

FLOOD D
of the Flood
which has a
Flood Hazard
An elevation for an om

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

DATE OF ORIGINAL: JANUARY 14, 2013
REVISION: DATE: 2013
REVISION: DATE: 2013
REVISION: DATE: 2013

SV0.1 - EXISTING SURVEY (FOR REFERENCE ONLY)

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Mobile Festival Center - PUD Modification and Planning Approval

CORPORATE CONFIRMATION OF AUTHORITY

This Corporate Confirmation of Authority (the "**Confirmation**") is made this 15th day of November 2024 (the "**Confirmation Effective Date**") by and between Mobile Festival Acquisition, LLC, by and through The Woodmont Company, acting solely in its capacity as Receiver.

RECITALS

WHEREAS, by that certain Order Appointing Receiver dated July 15, 2024 (the "**Order**"), the Circuit Court of Mobile County, Alabama (the "**Court**"), Case Number CV-2024-901728.00 appointed The Woodmont Company as the receiver over the real and personal property that is Mobile Festival Centre and has authorized The Woodmont Company to act on its behalf.

WHEREAS, the Order limits the liability of the Receiver pursuant to its terms, and a party may apprise itself of complete knowledge of those limitations by its review of the Order which is filed of public record.

WHEREAS, the Order granted the Receiver certain powers, duties, and authority, including but not limited to the right to operate, manage, control, conduct, care for, preserve, and maintain the Property ("**Property**" as defined in the Order) which includes the Premises.

WHEREAS, the Premises is owned by Mobile Festival Acquisition, LLC ("**Owner**") and Landlord has no interest therein.

WHEREAS, the Receiver retained the services of The Woodmont Company, Inc. to act as the property manager for the Premises, and has authorized The Woodmont Company, Inc to act on its behalf.

NOW THEREFORE, the Receiver has authorized Accel Academy, by and through its representative known as Clark Geer Latham & Associates, to act on its behalf before the City of Mobile Planning & Zoning Department, and the intent of this Confirmation is to memorialize that authority.

1. The Receiver authorizes Thomas E. Latham PE, Charles D. Tisher Jr PE, and Clark Geer Latham & Associates to act as agent regarding Accel Academy's application for the proposed modification of the Planed Unit Development which will be presented

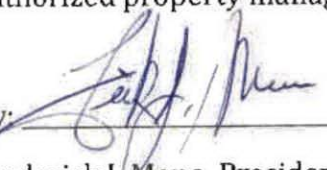
before the City of Mobile Planning & Zoning Department on behalf of Accel Academy, and give authority for that agent to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department.

2. The Receiver agrees to allow the City of Mobile to post on the Property, which is located within the city limits of Mobile, Alabama, at 3725 Airport Blvd. MOBILE, AL 36608, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. The Receiver understands that the City of Mobile will erect and maintain said sign for the prescribed period.
3. The Receiver and Mobile Festival Acquisition, LLC, shall each have the right to terminate this Confirmation immediately upon written notice to Accel Academy or the City of Mobile. In the event of such termination, the City of Mobile shall immediately cease all activities authorized under this Confirmation, and all authority granted by the Receiver, or its agents, shall be revoked.

MOBILE FESTIVAL ACQUISITION, LLC

**By: THE WOODMONT COMPANY, ACTING
SOLELY IN ITS CAPACITY AS RECEIVER**

By: The Woodmont Company, Receiver's
authorized property management company

By:  _____

Frederick J. Meno, President & CEO – Asset and
Property Management Services, for The
Woodmont Company

Date: 11/15/2024

City of Mobile Planning and Zoning

205 Government Street

3rd Floor, South Tower

Mobile, AL 36602

Re: Mobile Festival Center PUD Modification and Planning Approval

November 18, 2024

We, MAEF Real Estate Holdings, Inc., authorize Thomas E. Latham PE, Charles D. Tisher Jr PE and Clark Geer Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the Mobile Festival Center and MAEF Public Charter Schools, Inc., dba Accel Academy.

Sincerely,

A handwritten signature in black ink, appearing to read 'JMJ', with a long horizontal line extending to the right.

Jordan M. Jones

Chair

MAEF Real Estate Holdings, Inc.



City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	CHARLES D. TISHER JR., PE	CHARLES D. TISHER JR., PE
Firm:	CLARK GEER LATHAM & ASSOCIATES	CLARK GEER LATHAM & ASSOCIATES
Phone:	251-344-7073	251-344-7073
Email:	CTISHER@CGLENGINEERS.COM	CTISHER@CGLENGINEERS.COM
Address:	3901 SPRINGHILL AVE. MOBILE, AL 36608	3901 SPRINGHILL AVE. MOBILE, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	OWNER
Name:	MOBILE FESTIVAL ACQUISITION, LLC	MAEF REAL ESTATE HOLDINGS INC.
Firm:	THE WOODMONT COMPANY	C/O JORDAN JONES
Phone:	682-978-1904	646-216-9242
Email:	JMCGREEVEY@WOODMONT.COM	JJONES@MEDORAPARTNERS.COM
Address:	2100 WEST 7TH ST, FORT WORTH, TX 76107	3725 AIRPORT BLVD STE 161 MOBILE, AL 36608

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

817 DOWNTOWNER BLVD

.86

Property Address
00556758

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
B-3

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date



11-18-24

Applicant or Agent Signature (if applicable)

Date

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



11-18-24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

ACCEL ACADEMY DESIRES TO EXPAND THEIR PROPERTY TO PROVIDE A GYMNASIUM FOR USE BY THE SCHOOL. THIS WILL REQUIRE A MODIFICATION TO PREVIOUS PLANNING APPROVAL FOR THIS SITE. THEY ALSO DESIRE TO BE BROUGHT INTO THE FESTIVAL CENTER PUD WHICH WILL REQUIRE A MAJOR PUD MODIFICATION. THE PROPERTY SITS IN A SUBURBAN CENTER WHICH CALLS FOR MIXED USE DEVELOPMENT. THE PROPOSED PROJECT SERVES THE COMMUNITY AND PROVIDES AN ATHLETIC FACILITY FOR THE SCHOOL AND SCHOOL COMMUNITY.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

THE SURROUNDING NEIGHBORHOOD CONTAINS MIXED USE COMMERCIAL SPACE. THE FESTIVAL CENTER HOUSES THE ACCEL ACADEMY AND THIS PROPOSED PROJECT PROVIDES AN ATHLETIC FACILITY FOR THE SCHOOL THAT ALREADY EXISTS IN THE NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

THE PROPOSED PROJECT WILL BE DESIGNED PER CITY OF MOBILE CODES AND REGULATIONS AND WILL NOT IMPACT IMPROVEMENTS OF ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

14,885 SQUARE FOOT GYMNASIUM. BUILDING HEIGHT WILL BE 35 FEET.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

THE SITE CONTAINS MULTIPLE OAK TREES ALONG DOWNTOWNER BLVD THAT WILL REMAIN. ALL OTHER PLANNING AND ZONING REQUIREMENTS FOR SCREENING WILL BE FOLLOWED.

- ☐ Lighting:

LIGHTING WILL BE PROVIDED PER CODE REQUIREMENTS.

- ☐ Hours of operation:

THE FACILITY WILL OPERATE DURING NORMAL SCHOOL HOURS AND POTENTIALLY LATER DURING AN ATHLETIC/SCHOOL EVENT

- ☐ Other conditions that are unique to the use of the property:

THE PROPOSED PROJECT WILL HAVE SHARED PARKING WITH THE FESTIVAL CENTER.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

THE ONLY POTENTIAL NOXIOUS ISSUE FROM THIS PROJECT WILL BE NOISE. THE EVENTS HOWEVER WILL BE HELD INSIDE SO THE NOISE WILL BE CONTAINED AND THE HOURS OF OPERATION WILL NOT BE LATE.

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

ACCEL ACADEMY IS A PUBLIC CHARTER SCHOOL AND SERVES AS AN EDUCATIONAL CENTER FOR THE YOUTH OF THE COMMUNITY OF MOBILE. THE GYMNASIUM WILL ALLOW THEM TO HOST ATHLETIC EVENTS AND HOST OTHER SCHOOLS IN THE COMMUNITY. THEREFORE THE GYMNASIUM WILL BENEFIT STUDENTS THROUGHOUT THE CITY OF MOBILE.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

ACCEL ACADEMY DESIRES TO EXPAND THEIR PROPERTY TO PROVIDE A GYMNASIUM FOR USE BY THE SCHOOL. THIS WILL REQUIRE A MODIFICATION TO PREVIOUS PLANNING APPROVAL FOR THIS SITE. THEY ALSO DESIRE TO BE BROUGHT INTO THE FESTIVAL CENTER PUD WHICH WILL REQUIRE A MAJOR PUD MODIFICATION. THE PROPERTY SITS IN A SUBURBAN CENTER WHICH CALLS FOR MIXED USE DEVELOPMENT. THE PROPOSED PROJECT SERVES THE COMMUNITY AND PROVIDES AN ATHLETIC FACILITY FOR THE SCHOOL AND SCHOOL COMMUNITY.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

THE SURROUNDING NEIGHBORHOOD CONTAINS MIXED USE COMMERCIAL SPACE. THE FESTIVAL CENTER HOUSES THE ACCEL ACADEMY AND THIS PROPOSED PROJECT PROVIDES AN ATHLETIC FACILITY FOR THE SCHOOL THAT ALREADY EXISTS IN THE NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

THE PROPOSED PROJECT WILL BE DESIGNED PER CITY OF MOBILE CODES AND REGULATIONS AND WILL NOT IMPACT IMPROVEMENTS OF ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
14,885 SQUARE FOOT GYMNASIUM. BUILDING HEIGHT WILL BE 35 FEET.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

THE SITE CONTAINS MULTIPLE OAK TREES ALONG DOWNTOWNER BLVD THAT WILL REMAIN. ALL OTHER PLANNING AND ZONING REQUIREMENTS FOR SCREENING WILL BE FOLLOWED.

☐ Lighting:
LIGHTING WILL BE PROVIDED PER CODE REQUIREMENTS.

☐ Hours of operation:
THE FACILITY WILL OPERATE DURING NORMAL SCHOOL HOURS AND POTENTIALLY LATER DURING AN ATHLETIC/SCHOOL EVENT.

☐ Other conditions that are unique to the use of the property:
THE PROPOSED PROJECT WILL HAVE SHARED PARKING WITH THE FESTIVAL CENTER.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

THE ONLY POTENTIAL NOXIOUS ISSUE FROM THIS PROJECT WILL BE NOISE. THE EVENTS HOWEVER WILL BE HELD INSIDE SO THE NOISE WILL BE CONTAINED
AND THE HOURS OF OPERATION WILL NOT BE LATE.

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THE CITY OF MOBILE.

Clark Geer Latham & Associates

3901 Springhill Ave
Mobile, AL 36608

Lois Mobile Associates, LLC
11540 E. US Highway 92
Seffner, FL 33584

Gulf Investments, Inc.
800 Brookstone Ctr Pkwy
Columbus, GA 31904

MDC Coast 17, LLC
11995 El Camino Real
Attn: Legal Department
San Diego, CA 92130

FCPT Restaurant Properties, LLC
591 Redwood Hwy, Ste 1150
Mill Valley, CA 94941

Home Depot USA, Inc.
Property Tax Dept #0865
P. O. Box 105842
Atlanta, GA 30348

MOHAJER12 CORP
7132 Charleston Point Court
Mobile, AL 36695

GS Montlimar Drive, LLC
214 Brazilian Ave., Suite 212
Palm Beach, FL 33480

Mayer Mitchell, Abraham Mitchell,
& W. A. Lubel P. O. Box 16006
Mobile, AL 36616

State of Alabama
Montgomery, AL 36130

Accel Day & Evening Academy
3100 Cottage Hill Road
Mobile, AL 36606

MOBFIRM, LLC
c/o Robbins Properties I, LLC
3100 West End Avenue, Ste 1070
Nashville, TN 37203

Springdale Stores, Inc.
P. O. Box 16126
Mobile, AL 36616

MAEF Real Estate Holdings, Inc.
3725 Airport Blvd., Suite 161
Mobile, AL 36608

Mobile Outparcels, LLC
14039 Sherman Way, Ste 206
Attn: Manager
Los Angeles, CA 91405

DBI Properties, LLC
3700 Cahaba Beach Road
Birmingham, AL 35242

Festival, LLC
958 Montlimar Drive
Mobile, AL 36609

Alta Pointe Health Systems, Inc.
5750 Southland Drive
Mobile, AL 36693

Walter Kinnard Little, Jr., DDS, PC
1020 Montlimar Drive
Mobile, AL 36609

Lafayette Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue, Ste 1
Lakewood, NJ 08701

Mobile Festival Acquisition, LLC

c/o Patrick Tesluck
6440 Westfield Blvd
Indianapolis, IN 46220

Habitat for Humanity of
Southwest Alabama
P. O. Box 16422
Mobile, AL 36616

White-Spunner Investment, LLC
3201 Dauphin Street
Mobile, AL 36606

ELANC, LLC
1525 Ridgeland Road W.
Mobile, AL 36695

The Pep Boys – Manny, Moe & Jack
108 Town Park Drive NW
Kennesaw, GA 30144

3725 Airport Boulevard, LP
4851 LBJ FWY, 10th Floor
Dallas, TX 75244

Payne & Payne Real Estate, LLC
6508 Stone Mill Drive
Mobile, AL 36619

Ogburn Family Ltd Partnership II
P. O. Box 230
Point Clear, AL 36564

LSG Pine Bend & Hamptons, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue, Ste 1
Lakewood, NJ 08701

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

Khuyen, Anh, & Nham Nguyen
6924 Providence Estate Dr. S.
Mobile, AL 36695

Downtown Mobile Business
525 Spring Park Drive
Mobile, AL 36608

Newell Holdings, LLC
4309 Downtowner Loop S.
Mobile, AL 36609

Belk Development Company, Inc.
P. O. Box 307
Citronelle, AL 36522

Jeffery & Sherrian Harden
8500 Georgetown Trace Ln.
Chattanooga, TN 37421

Betty S. Phillips
5520 Regency Oaks Dr. S.
Mobile, AL 36609

Arendall Enterprises, Inc.
c/o Calvin & Assoc., Inc.
1111 E. I-65 Service Rd. S., Ste 202
Mobile, AL 36606

Elliotts, Inc.
c/o Janet Elliott
11331 St. Ives Court
Daphne, AL 36526

Billy Yates
4308 Midmost Drive
Mobile, AL 36609

Farah Investments, LLC
1012 Keniston Avenue
Los Angeles, CA 90019

Army Aviation Center
Federal Credit Union
341 N. Daleville Avenue
Daleville, AL 36322

Mobile Subdivision, LLC
40 Airport Road
Lakewood, NJ 08701

Courtaulds Credit Union
c/o Alabama Central Credit Union
P. O. Box 2327
Birmingham, AL 35201

Advanced Spine & Therapy
Holding Company, LLC
1120 College Avenue
Jackson, AL 36545

Alabama Telco Credit Union
P. O. Box 360287
Birmingham, AL 35236

Bay Properties & Investments, LLC
813 Downtowner Blvd., Suite A
Mobile, AL 36609

River Creek Properties, LLC
P. O. Box 482
Fairhope, AL 36533

Charles Henry Bryars, III
2270 Hillcrest Road
Mobile, AL 36695



Agenda Item # 13

MOD-003152-2024 & MOD-003150-2024

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

3725
817 Downtowner Boulevard & 3275 Airport
Boulevard

Applicant / Agent:

Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

Property Owner:

Mobile Festival Acquisition, LLC & MAEF Real Estate
Holdings, Inc.

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

Mixed Commercial Corridor & District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Within one (1) year of approval

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

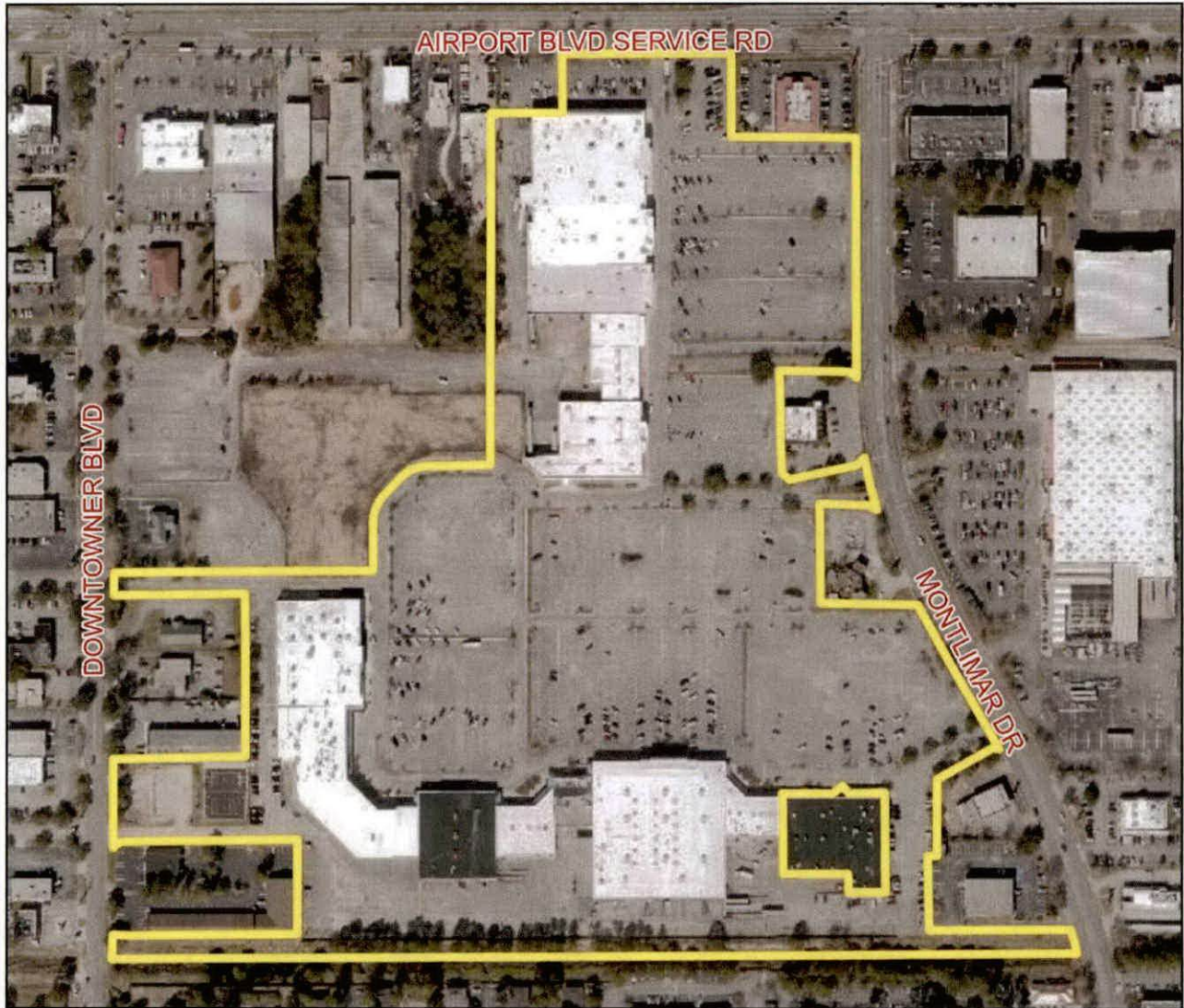
Considerations:

1. Modification of a previously approved Planning Approval with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	13	DATE	December 19, 2024
APPLICANT	Accel Academy (Charles D. Tisher, Jr., P.E., Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



SITE HISTORY

The site has been the subject of various Subdivision and Planned Unit Development (PUD) approvals since 1986, as the Festival Center. Planning Approval to allow use of a portion of the property as a charter secondary school was granted by the Planning Commission in 2021. In September 2022, the Planning Commission approved amendments to the Subdivision, Planning Approval and PUD to expand the school use to include an adjacent lot on which a gymnasium was proposed to be constructed. While the Subdivision process was completed, the PUD approval expired prior to any permits being issued for development of the adjacent site.

The Board of Zoning Adjustment approved Sign Variances in 2010, 2012, and 2013 to allow an increase in the number of wall signs on the property.

It should be noted that two (2) basketball courts were constructed on the property (at 817 Downtowner Boulevard) without any permits.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification

No comments.

Planned Unit Development Modification

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

As mentioned, the most recently approved Planning Approval and PUD allowed for the expansion of the school use to include an adjacent lot on which a gymnasium was proposed to be constructed. The request at hand will modify the previous amendments to allow construction of a larger gymnasium than was first proposed and approved. Applications for each modification request and all supporting documentation can be viewed via the links on Page 1 of this report.

The site plan illustrates the lot adjacent to the overall Festival Center property on which a 14,885± square-foot gymnasium is proposed to be constructed. The previously mentioned basketball courts are also illustrated, along with four (4) parking spaces and an area dedicated to bus loading. A dumpster enclosure and several additional parking spaces located on the Festival Center site are also detailed on the site plan for the gymnasium. A site plan for the overall development was submitted with the requests, but only highlights the adjacent site on which the gymnasium is proposed versus the proposed building and parking spaces, and existing basketball courts. As such, a revised site plan illustrating the proposed changes to the overall PUD site should be required prior to the approval of any associated development permits.

No parking calculations were provided that justify the amount of parking provided for the gymnasium, but shared access with the Festival Center may satisfy any off-street parking requirements for the proposed use. It should be noted, however, that the site shares access via a private drive, to the South, and other than driveways providing vehicle access, there does not appear to be any infrastructure allowing pedestrians to access the gymnasium site from the Festival Center. A sidewalk is illustrated along Downtowner Boulevard, and a sidewalk is illustrated around the proposed basketball courts, but no other pedestrian connection to the site is provided, particularly

from the existing school. As such, the site plan should be revised to either provide pedestrian access between the two sites or to depict existing pedestrian access between the two sites.

No tree plantings or landscape area are illustrated on the site plan for the gymnasium site, and are not required for this review; however, a note should be placed on both the Planning Approval and PUD site plans stating that the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code. A compliant tree planting and landscape area plan for the gymnasium site will be required at the time of permitting.

The site is surrounded to the North, East, and West by commercial uses in B-2, Neighborhood Business, and B-3, Community Business Districts. To the South of the Festival Center is a multi-family apartment complex in a B-1, Buffer Business District. To the South of the proposed gymnasium site are additional commercial uses, also in B-2, Neighborhood Business, and B-3, Community Business Districts.

The Festival Center has frontages and access along Airport Boulevard, Montlimar Drive, and Downtowner Boulevard. The proposed gymnasium site can be accessed via the Festival Center but has its own frontage and access along Downtowner Boulevard.

Expansion of the existing school onto the adjacent property for use as a gymnasium does not appear to constitute an increase in the number of students or teachers such that it would impact the school's consistency with previous uses. It also does not appear that it would impact the other uses within the Festival Center as the expansion will be located on an adjacent property, with direct access to Downtowner Boulevard, thereby limiting the need to access the site through the larger Festival Center site.

It should be noted that future development or redevelopment of the site may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development;
and

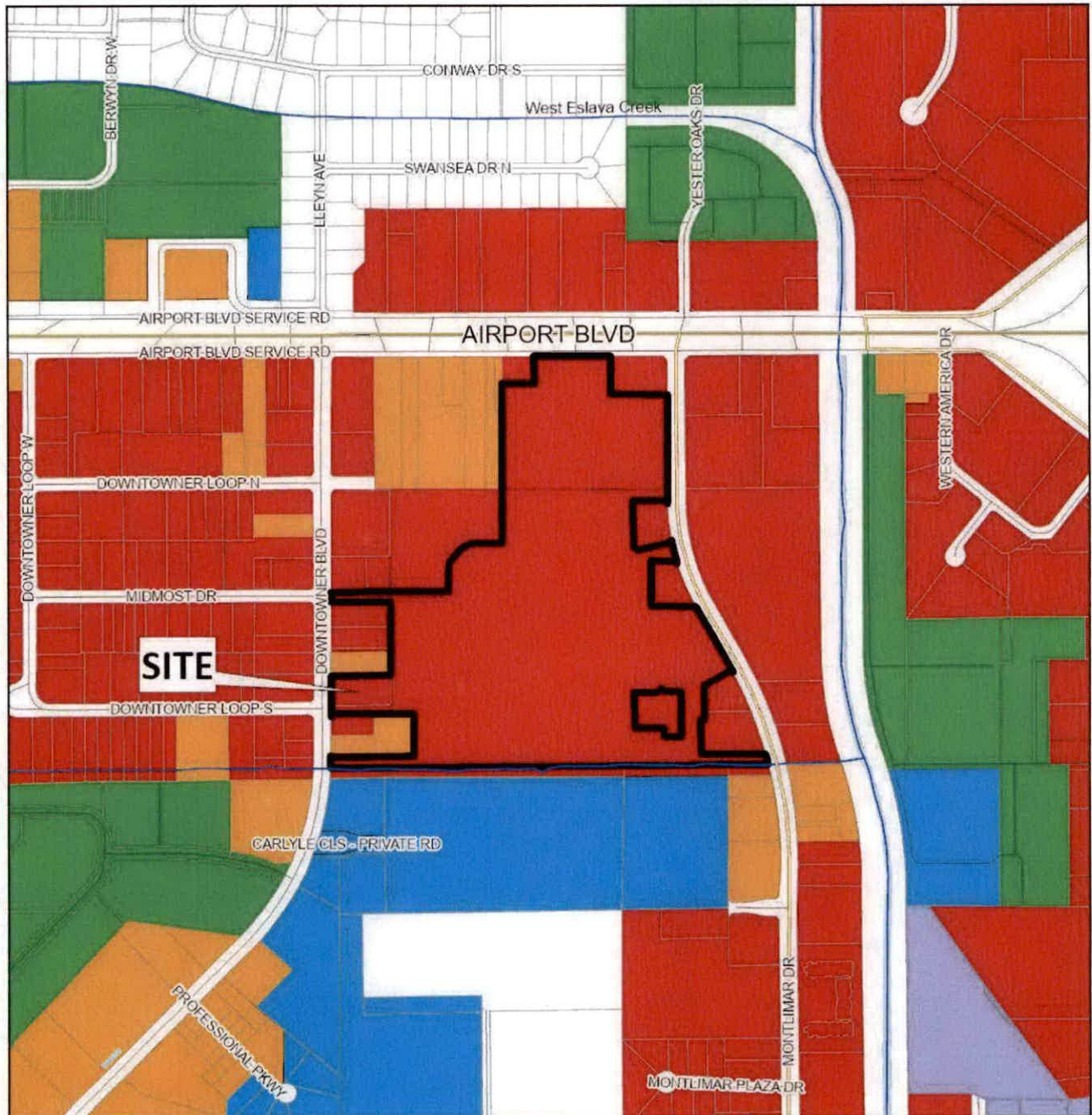
- b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Provision of revised Planning Approval and Planned Unit Development (PUD) site plans showing the overall development, as amended by the Major Modification requests;
2. Revision of the final Planning Approval and PUD site plans to either provide pedestrian access between the two sites, or depict existing pedestrian access between the two sites;
3. Placement of a note on the revised site plans stating the gymnasium site will comply with the tree planting and landscape area requirements of Article 3 of the Unified Development Code;
4. Placement of a note on the revised site plans stating that future development or redevelopment of the property may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning;
and
10. Full compliance with all municipal codes and ordinances.

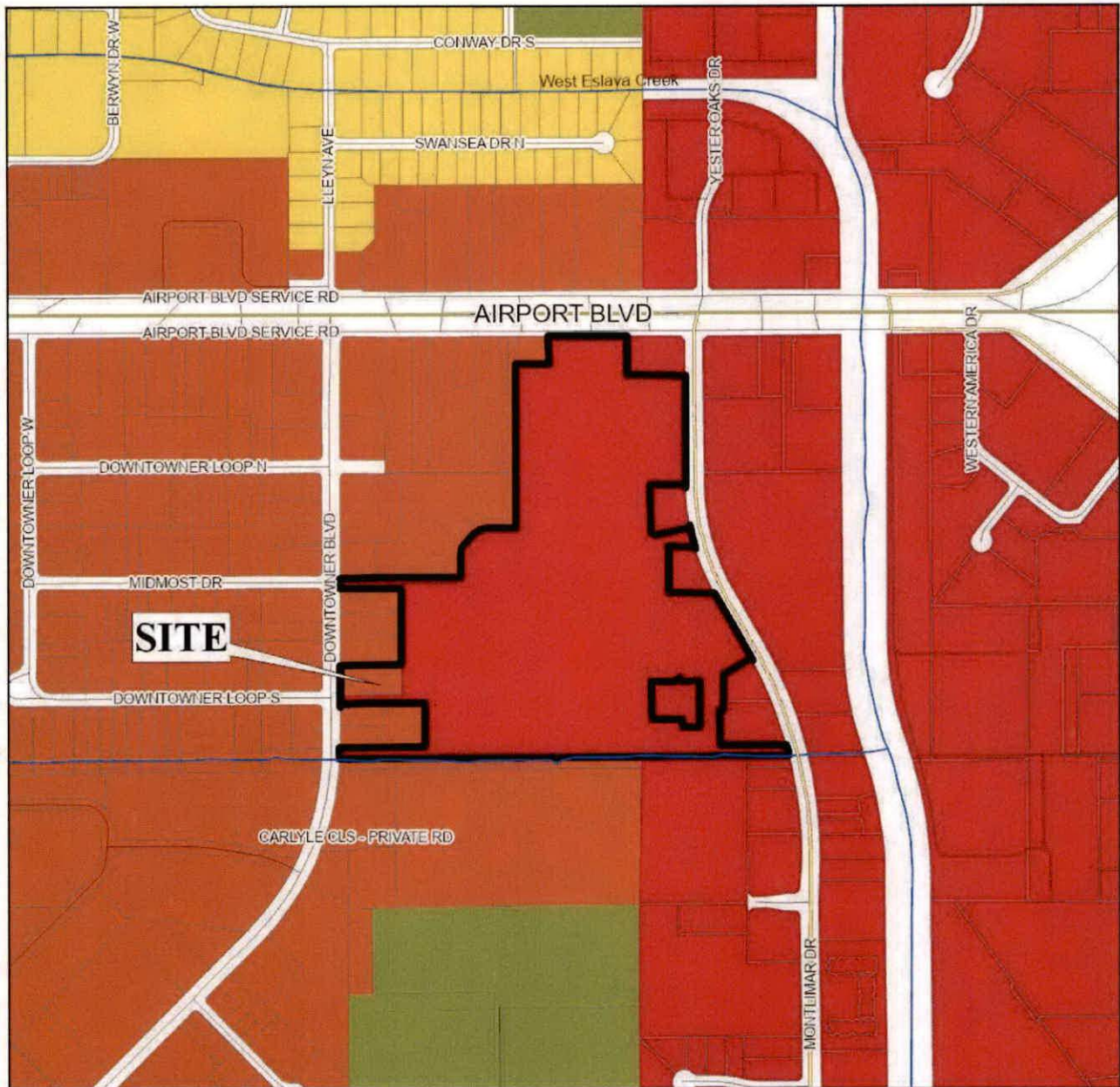
LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE December 19, 2024
 APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
 REQUEST PUD Modification, Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE December 19, 2024

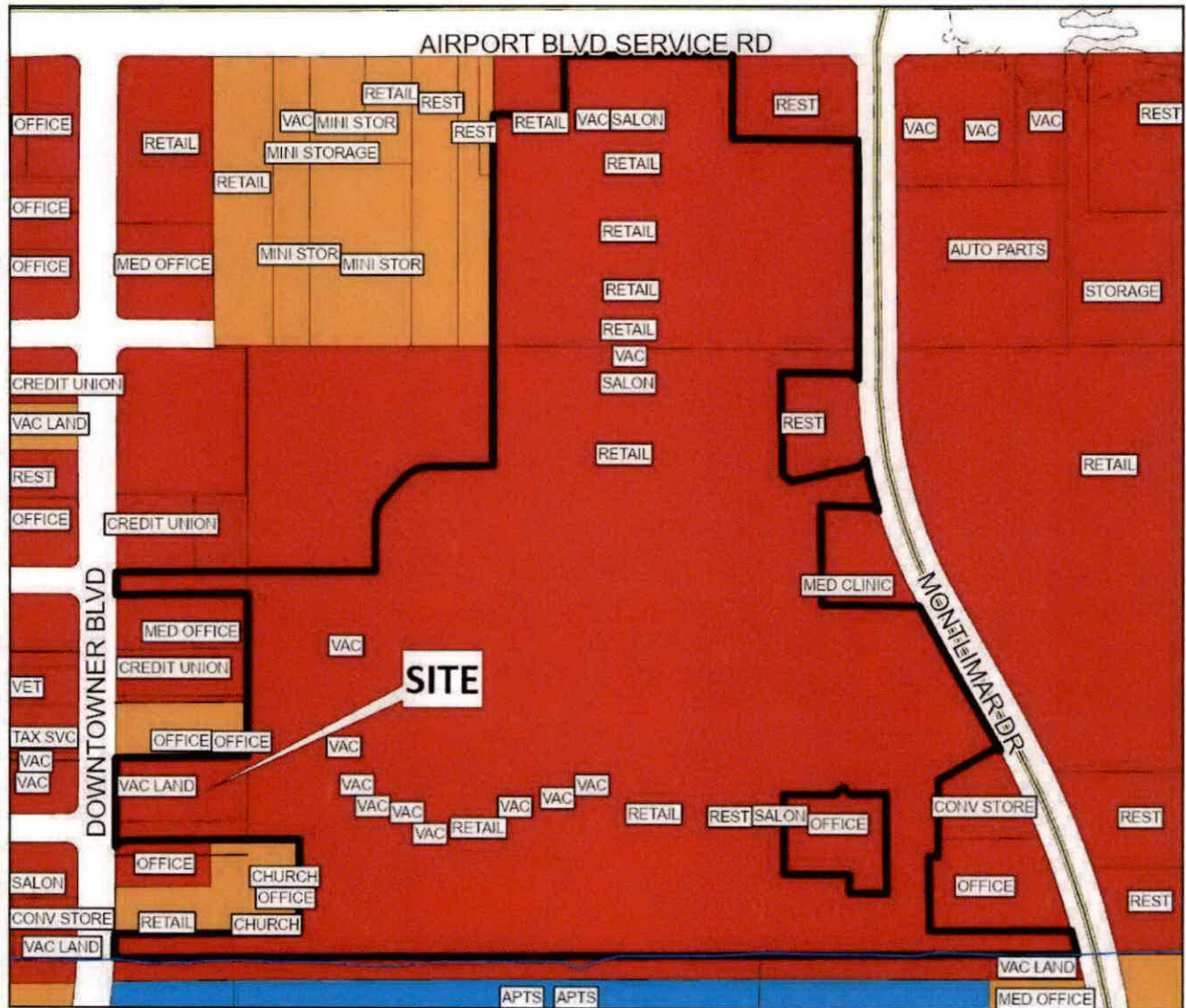
APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

REQUEST PUD Modification, Planning Approval Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 13 DATE December 19, 2024

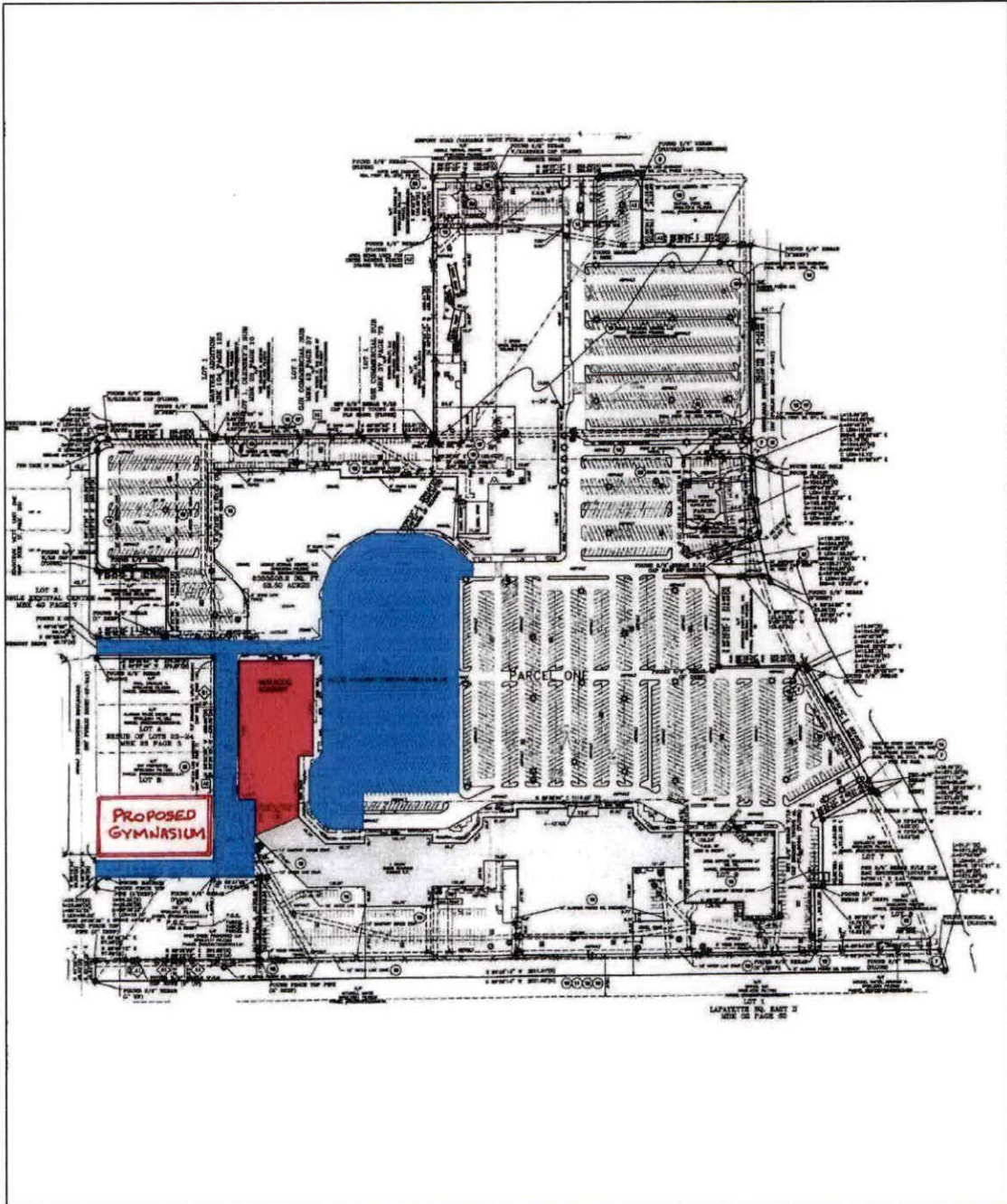
APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)

REQUEST PUD Modification, Planning Approval Modification

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



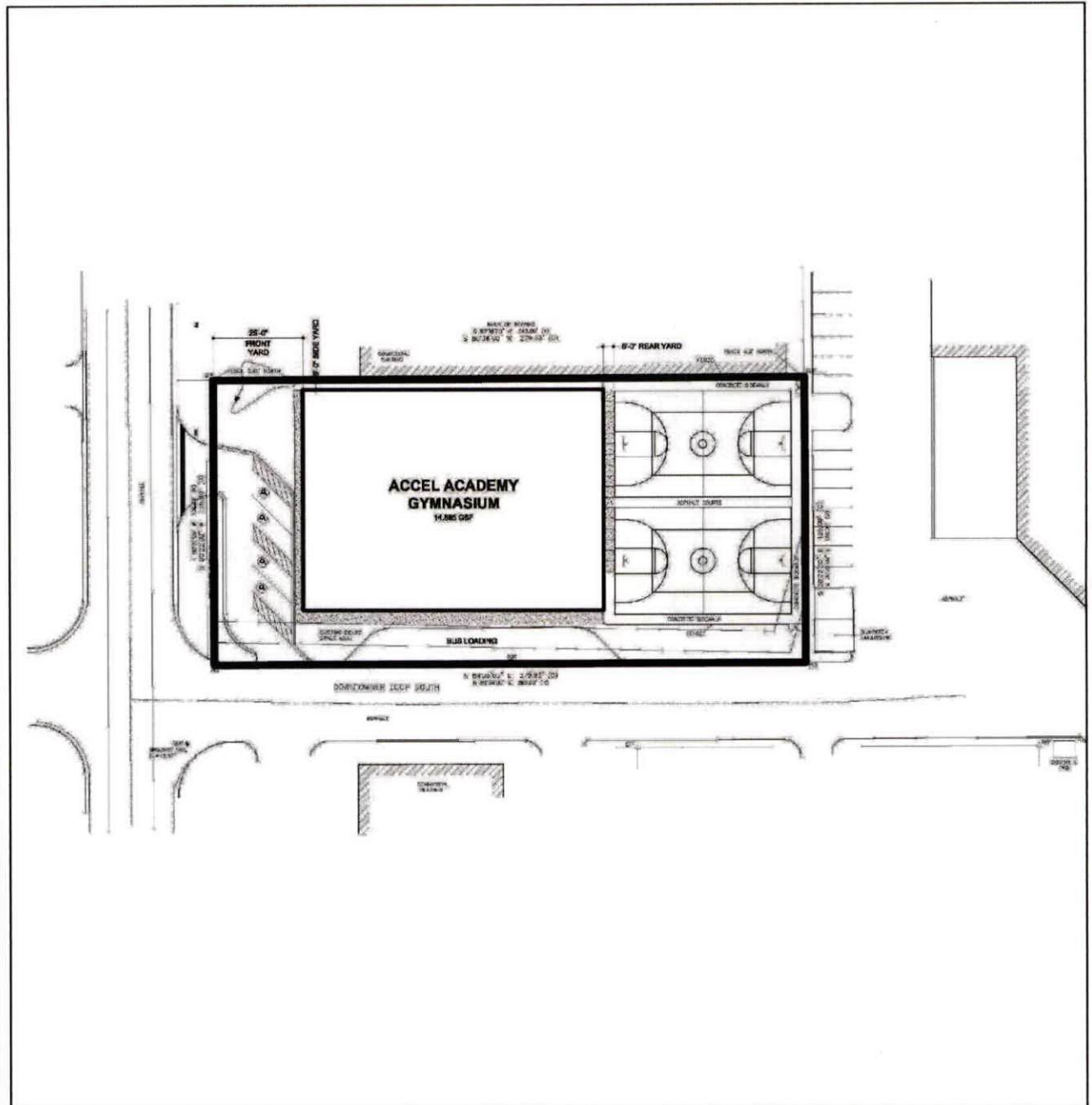
SITE PLAN



The site plan illustrates the existing academy, parking, and proposed gymnasium.

APPLICATION NUMBER	13	DATE	December 19, 2024	 NTS
APPLICANT	Accel Academy (Charles D. Tisher, Jr., P.E., Agent)			
REQUEST	PUD Modification, Planning Approval Modification			

DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE December 19, 2024
 APPLICANT Accel Academy (Charles D. Tisher, Jr., P.E., Agent)
 REQUEST PUD Modification, Planning Approval Modification



NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for Property
Located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 11, 2025**, a public hearing will be held on the **18th** day of **March**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planning Approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on October 5, 2023, to allow the addition of day care services to an existing community services facility on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 2, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED IN INSTRUMENT NUMBER 2023070883, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on December 13, 2024, to allow the addition of day care services to an existing community services facility in a B-1, Buffer Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on January 16, 2025, and recommended approval of the major modification of the Planning Approval subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of March, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 19th day of February, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

The proposed amendment will modify a Planning Approval that was approved for said location on October 5, 2023. The owner of said property has applied for a major modification of the Planning Approval to allow the addition of day care services to an existing community services facility in a B-1, Buffer Business Suburban District. If approved, the major modification will allow the addition of day care services to an existing community services facility in a B-1, Buffer Business Suburban District, subject to the following proposed conditions: 1. Retention of the size labels in both square feet and acres, adjusted for any required dedications; 2. Retention of the building sizes in square feet on the final Planning Approval site plan; 3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on October 5, 2023, to allow the addition of day care services to an existing community services facility on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 2, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED IN INSTRUMENT NUMBER 2023070883, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on December 13, 2024, to allow the addition of day care services to an existing community services facility in a B-1, Buffer Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on January 16, 2025, and recommended approval of the major modification of the Planning Approval subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding

neighborhood, or be more injurious to property or improvements in the neighborhood;

- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

City Hope Church (Kari Givens, Byrd Surveying, Inc., Agent)
951 Downtowner Boulevard & 3655 Marion Beckham Drive
Council District 5
Joel Daves



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on January 16, 2025, considered the request of City Hope Church for a Major Modification of a previously approved Planning Approval allowing the addition of day care services to an existing community services facility in a B-1, Buffer Business Suburban District, for the property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 29, 2025

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

Re: 951 Downtowner Boulevard and 3655 Marion Beckham Drive
MOD-003178-2024
City Hope Church Subdivision
Kari Givens, Byrd Surveying, Inc., Agent
District 5
Major Modification of a previously approved Planning Approval allowing the addition of day care services to an existing community services facility;

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

At its meeting on January 16, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;

MOD-003178-2024 City Hope Church Subdivision
January 29, 2025

2. Retention of the building sizes in square feet on the final Planning Approval site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$414.58**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning

2609 HALLS MILL ROAD
MOBILE, ALABAMA
BYRD & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
SCALE: 1" = 80'
24BS341
DECEMBER 11, 2024

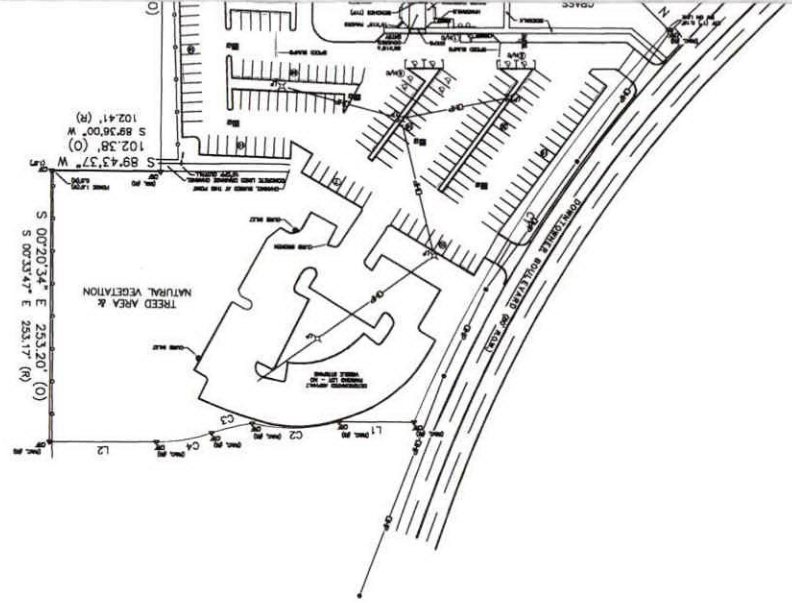
CITY HOPE CHURCH SUBDIVISION PUD MODIFICATION

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

LEGAL DESCRIPTION
LOT 2, MOBILE-TOLEN ATHLETIC COMPLEX WEST, AS RECORDED IN INSTRUMENT NUMBER 202070883, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	439.50' (O)	1247.12' (O)	437.23' (O)	N 32°12'30" E
C2	81.87' (O)	152.75' (O)	80.80' (O)	S 88°16'59" W
C3	38.96' (O)	184.85' (O)	38.90' (O)	S 76°02'03" W
C4	52.53' (O)	154.85' (O)	52.28' (O)	N 79°56'50" E

LANDSCAPING	LANDSCAPING
PARKING PROVIDED	PARKING PROVIDED
BUILDING NO. 1	BUILDING NO. 2
38,450 S.F. ±	7,854 S.F. ±
153 STANDARD	95 STANDARD
10 HANDICAP	2 HANDICAP
163 TOTAL	97 TOTAL
FRONT = 33,033 S.F. ±	FRONT = 11,572 S.F. ±
TOTAL = 169,731 S.F. ±	TOTAL = 51,605 S.F. ±





City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, Scotty Ard, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of CITY HOPE CHURCH, a corporation for the property located within the city limits of Mobile, Alabama at 961 DOWNTOWNER BLVD. & 3655 MARION BECKHAM DRIVE.

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

BYRD SURVEYING

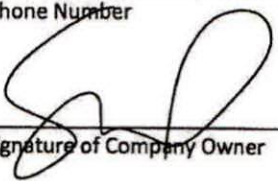
Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

12/12/2024

Date



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895

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

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

Revised February 2023

	Owner	Design Professional
Name:	CITY HOPE CHURCH	
Firm:		
Phone:	251-923-6330	
Email:		
Address:	4693 AIRPORT BLVD., MOBILE, 36608	

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

951 DOWNTOWNER BLVD. & 3655 MARION BECKHAM DRIVE	464691 SF
Property Address	Property Area (acres or square feet)
#00559611, #00556883, #00558809, #00556829	
Parcel Number(s) or Key Number(s)	
B-1	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

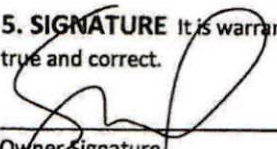
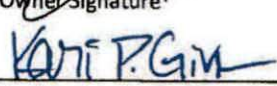
This requirement applies to any of the following applications:

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

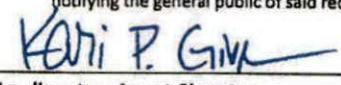
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	12/12/2024
Owner Signature	Date
	12/10/2024
Applicant or Agent Signature (if applicable)	Date

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

	12/10/2024
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

THERE ARE NOT ANY CHANGES TO THE BUILDINGS, DRIVES, OR PARKING. THE ONLY DIFFERENCE IS ADDING A
PROPERTY LINE TO CREATE TWO LOTS.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

THIS SITE HAS BEEN DEVELOPED FOR MANY YEARS AND NO ONE WILL SEE THE NEW PROPERTY LINE.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

NO IMPACT ON NEIGHBORING PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

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Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
BUILDING 1 IS APPROXIMATELY 28' TALL AND BUILDING 2 IS APPROXIMATELY 16' TALL.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
AS SHOWN ON PLAT.

- ☐ Lighting:
CITY COMPLIANT LIGHTING IS EXISTING.

- ☐ Hours of operation:
CHURCH - NORMAL CHURCH HOURS; DAYCARE - 7:00 A.M. TO 6:00 P.M.

- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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

N/A

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
BUILDING 1 IS APPROXIMATELY 28' TALL AND BUILDING 2 IS APPROXIMATELY 16' TALL.

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THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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

N/A

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Revised February 2023

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- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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THERE ARE NOT ANY CHANGES TO THE BUILDINGS, DRIVES, OR PARKING. THE ONLY DIFFERENCE IS ADDING A
PROPERTY LINE TO CREATE TWO LOTS.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THIS SITE HAS BEEN DEVELOPED FOR MANY YEARS AND NO ONE WILL SEE THE NEW PROPERTY LINE.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
NO IMPACT ON NEIGHBORING PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

City Hope Church

4693 Airport Boulevard
Mobile, AL 36608

LSG Pine Bend & Hamptons, LLC
1985 Cedarbridge Ave., Suite 1
Lakewood, NJ 08701

City of Mobile, City Clerk
205 Government Street
Mobile, AL 36602

McGill-Toolen Catholic High School
1501 Old Shell Road
Mobile, AL 36604

Lafayette Park, LLC
1985 Cedarbridge Ave., Suite 1
Lakewood, NJ 08701

Wellness Realty, LLC
960 Downtowner Blvd.
Mobile, AL 36609

Terre Des Petits-Enfants, LLC
955 Downtowner Blvd., Suite 101
Mobile, AL 36609

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

JWO Investments, LLC
3755 Professional Parkway, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

3759 PPKY, LLC
753 Nichols Avenue
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36606

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609



Agenda Item # 5

SUB-003177-2024, MOD-003178-2024 & MOD-03179-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

951 Downtowner Boulevard & 3655 Marion Beckham Drive

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

City Hope Church

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor & Parks and Open Space

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with nine (9) conditions;
2. Modification of a previously approved Planned Unit Development with six (6) conditions; and
3. Modification of a previously approved Planning Approval with six (6) conditions.

Report Contents:

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SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

Most recently, at its October 5, 2023, meeting the Planning Commission approved resubdivision of the site to create two (2) lots, and Major Modifications to the Planning Approval and PUD to remove a lot from the previously approved Planning Approvals and PUDs. The plat was recorded in Probate Court in December 2023, and the Major Modifications were adopted by City Council in January 2024.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS A and B will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 105,000 SF and LOT B – NONE.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planning Approval Modification (MOD-003178-2024)

No comments.

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units and commercial units.

APPLICATION NUMBER	5	DATE	January 16, 2025	 NTS
APPLICANT	City Hope Church Subdivision			
REQUEST	Subdivision, PUD Modification, PA Modification			

Planned Unit Development Modification (MOD-003179-2024)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer.

Proposed Lot A has frontage along Downtowner Boulevard, a Minor Arterial Street with curb and gutter and an 80-foot-wide right-of-way at this location. The preliminary plat depicts a sufficient right-of-way width, making additional dedication unnecessary.

Proposed Lot B has frontage along Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot-wide right-of-way. The preliminary plat depicts a 50-foot-wide right-of-way, thus requiring dedication to provide 30 feet from the centerline of Marion Beckham Drive; however, at the time of the 1998, 2003, and 2023 subdivision applications, dedication was not required. As such, a waiver of Section 6.B.9. of the Subdivision Regulations may be appropriate if the Planning Commission again chooses to not require the additional right-of-way.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard and Marion Beckham Road, in compliance with Section 5.C.2.(i). of the Subdivision Regulations and Article 2 Section 64-2-10.E. of the UDC for lots in a B-1 zoning district. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on both proposed lots. As such, if approved, a note on the preliminary plat stating no structures shall be constructed in any easement without permission from the easement holder should be retained on the Final Plat.

Planning Approval and Planned Unit Development Modifications

The original PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. The most recent Modifications to the PUD and Planning Approval removed a portion of the property from the site overlaid by the original PUD and Planning Approval, in coordination with the most recent Subdivision request. There are no physical modifications to the Planning Approval or PUD site proposed by the requests at hand; the applicant is simply amending the most recently approved Planning Approval and PUD Modifications to reflect another change in lot lines, as proposed by the concurrent Subdivision request. Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plans depict the addition of an interior lot line, as proposed by the Subdivision request, and illustrate that both lots are developed with multiple buildings associated with the use of the property as a community services and day care facility.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final Planning Approval and PUD site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

The right-of-way widths for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final Planning Approval and PUD site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the 80-foot-wide right-of-way along Downtowner Boulevard on the Final Plat;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved by the Planning Commission;
3. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
4. Retention of the 25-foot minimum building setback line along Downtowner Boulevard and Marion Beckham Road, as required by Section 5.C.2.(i) of the Subdivision Regulations and Article 2, Section 64-2-10.E. of the Unified Development Code, adjusted for any required dedication;
5. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

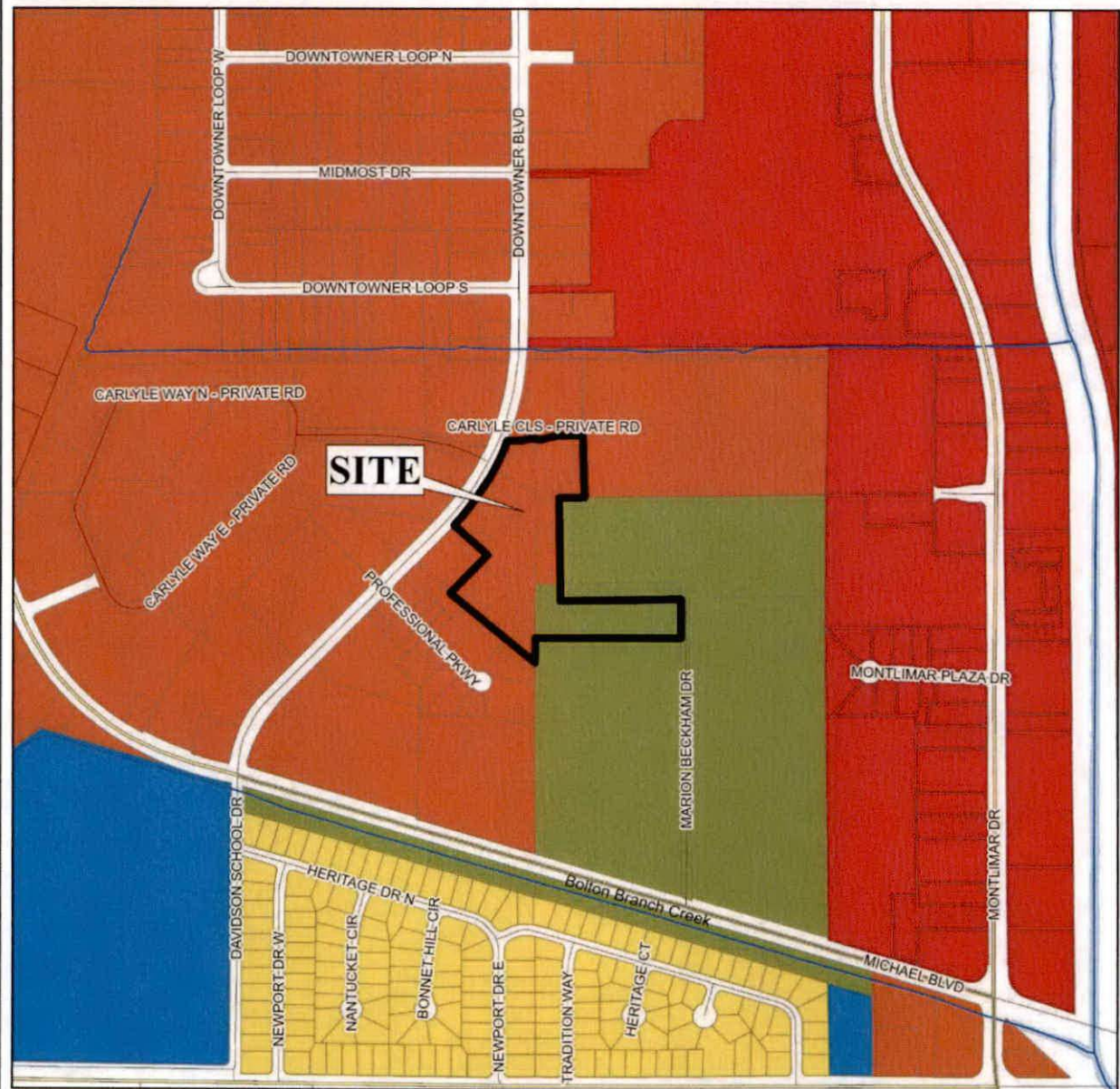
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval and PUD site plans;
3. Retention of the right-of-way widths along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE January 16, 2025

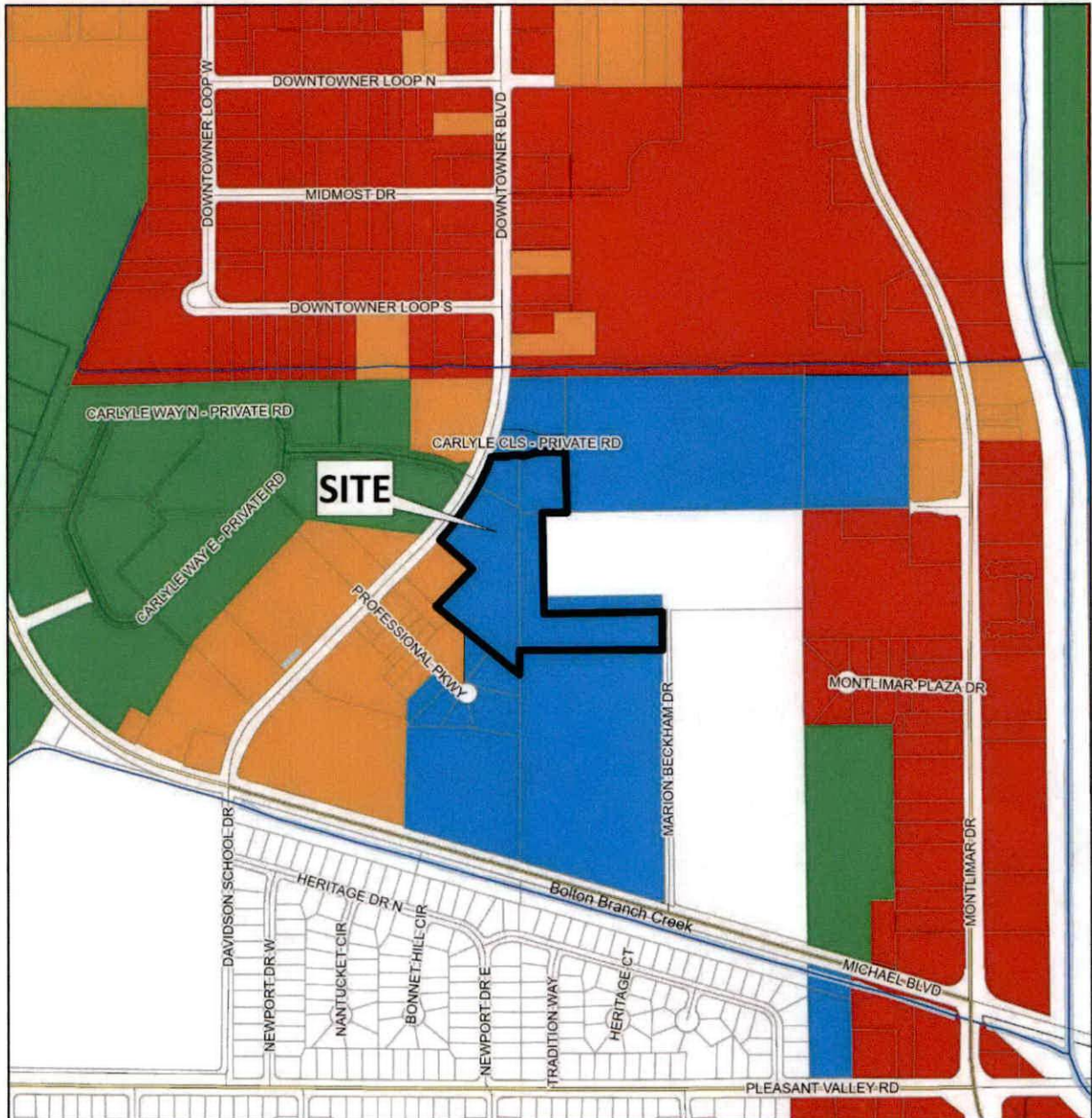
APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



LOCATOR ZONING MAP



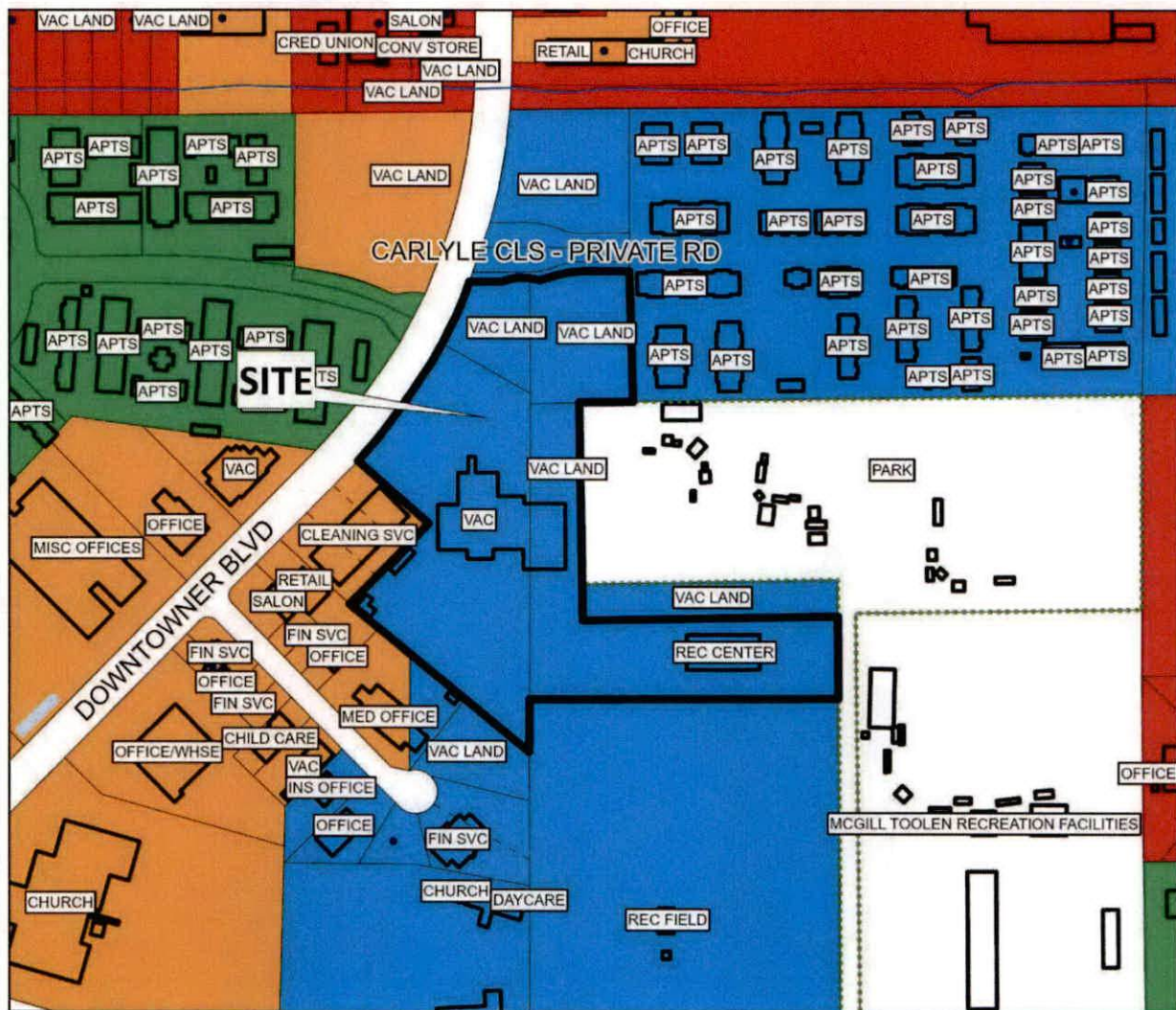
APPLICATION NUMBER 5 DATE January 16, 2025

APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units and commercial units.

APPLICATION NUMBER 5 DATE January 16, 2025

APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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

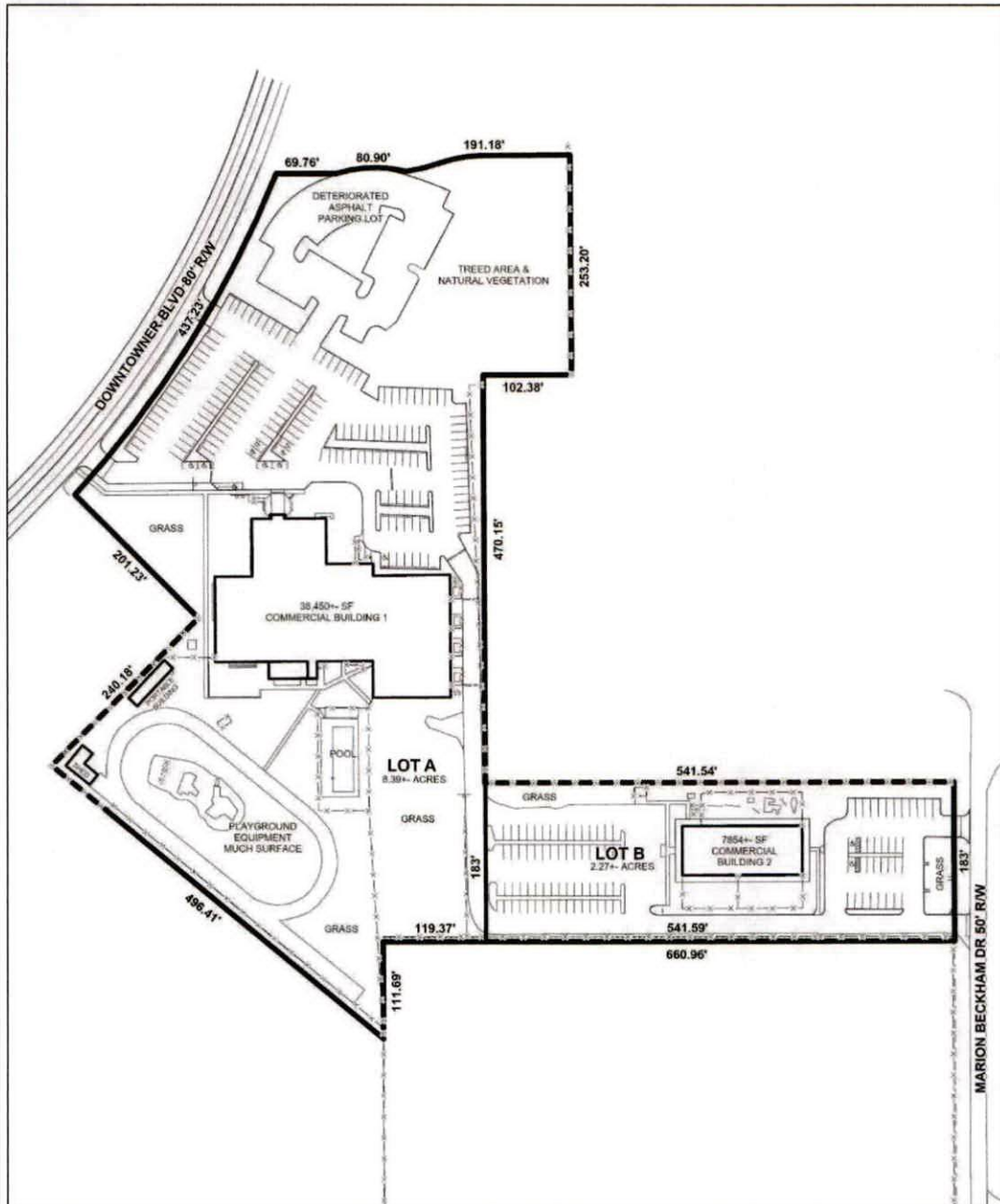


ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL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

Zoning District Correspondence Matrix

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

SITE PLAN



The site plan illustrates the existing buildings, parking, playground area, and pool.

APPLICATION NUMBER	5	DATE	January 16, 2025
APPLICANT	City Hope Church Subdivision		
REQUEST	Subdivision, PUD Modification, PA Modification		



MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 11, 2025**, a public hearing will be held on the **18th** day of **March**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planning Approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on October 5, 2023, to allow multiple buildings on a single building site on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 2, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED IN INSTRUMENT NUMBER 2023070883, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on December 13, 2024, to allow multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on January 16, 2025, and recommended approval of the major modification of the PUD subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final PUD site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final PUD site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of March, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 19th day of February, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on October 5, 2023. The owner of said property has applied for a major modification of the PUD to allow multiple buildings on a single building site. If approved, the major modification will allow multiple buildings on a single building site, subject to the following proposed conditions: 1. Retention of the size labels in both square feet and acres, adjusted for any required dedications; 2. Retention of the building sizes in square feet on the final PUD site plan; 3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on October 5, 2023, to allow multiple buildings on a single building site on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 2, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED IN INSTRUMENT NUMBER 2023070883, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on December 13, 2024, to allow multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on January 16, 2025, and recommended approval of the major modification of the PUD subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final PUD site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding

- neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
 - F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 - G. Shall not be detrimental or endanger the public health, safety or general welfare.
 - H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final PUD site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

City Hope Church (Kari Givens, Byrd Surveying, Inc., Agent)
951 Downtowner Boulevard & 3655 Marion Beckham Drive
Council District Joel Daves

Commented [GL1]:



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on January 16, 2025, considered the request of City Hope Church for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, for the property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final PUD site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 29, 2025

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

Re: 951 Downtowner Boulevard and 3655 Marion Beckham Drive
MOD-003179-2024
City Hope Church Subdivision
Kari Givens, Byrd Surveying, Inc., Agent
District 5
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site.

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

At its meeting on January 16, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;

MOD-003179-2024 City Hope Church Subdivision
January 29, 2025

2. Retention of the building sizes in square feet on the final PUD site plan;
3. Retention of the right-of-way widths along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances

The advertising fee for this application is based on the current legal description is **\$396.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

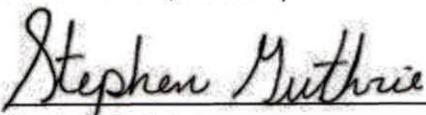
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

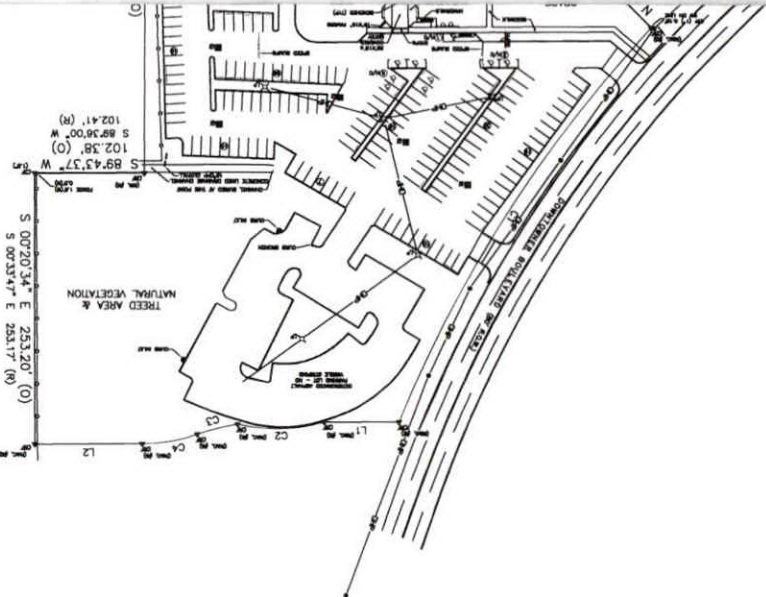
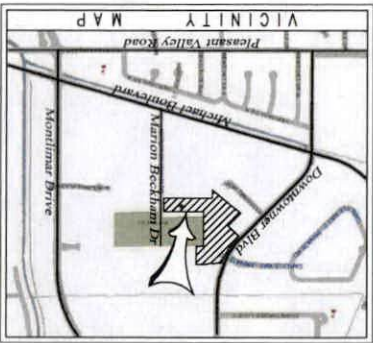
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	438.50' (0)	1243.12' (0)	437.23' (0)	N 27°12'35" E
C2	81.87' (0)	152.75' (0)	80.90' (0)	S 88°16'59" W
C3	38.96' (0)	194.86' (0)	38.90' (0)	S 76°02'03" W
C4	52.53' (0)	154.85' (0)	52.28' (0)	N 79°56'50" E

LEGAL DESCRIPTION

LOT 2, MCGILL-TOLLEN ATHLETIC COMPLEX WEST, AS RECORDED IN INSTRUMENT NUMBER 2023070883, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNITED DEVELOPMENT CODE.

PLANNING APPROVAL MODIFICATION CITY HOPE CHURCH SUBDIVISION SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A. BYRD SURVEYING MOBILE, ALABAMA 2609 HALLS MILL ROAD (251) 476-5010 BYRD SURVEYING.BIZ DECEMBER 11, 2024 24BS341

LANDSCAPING	LANDSCAPING	LOT B:
PARKING PROVIDED	PARKING PROVIDED	LOT A:
BUILDING NO. 2	BUILDING NO. 1	
95 STANDARD	153 STANDARD	
2 HANDICAP	10 HANDICAP	
7,854 S.F. ±	38,450 S.F. ±	
97 TOTAL	163 TOTAL	
FRONT = 11,572 S.F. ±	FRONT = 33,033 S.F. ±	
TOTAL = 51,605 S.F. ±	TOTAL = 169,731 S.F. ±	



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, Scotty Ard, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of CITY HOPE CHURCH, a corporation for the property located within the city limits of Mobile, Alabama at 961 DOWNTOWNER BLVD. & 3655 MARION BECKHAM DRIVE.

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

BYRD SURVEYING

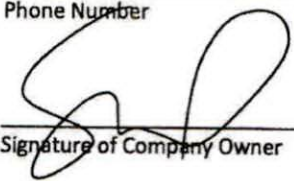
Designee (1)

byrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

12/12/2024

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2022



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor, South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	CITY HOPE CHURCH	
Firm:		
Phone:	251-923-6330	
Email:		
Address:	4693 AIRPORT BLVD., MOBILE, 36608	

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

951 DOWNTOWNER BLVD. & 3655 MARION BECKHAM DRIVE	464691 SF
Property Address	Property Area (acres or square feet)
#00559611, #00556883, #00558809, #00556829	
Parcel Number(s) or Key Number(s)	
B-1	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

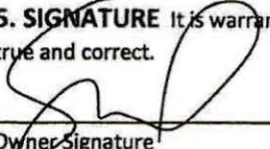
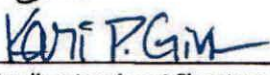
This requirement applies to any of the following applications:

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

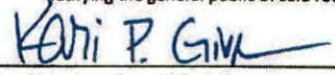
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	12/12/2024
Owner Signature	Date
	12/10/2024
Applicant or Agent Signature (if applicable)	Date

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

	12/10/2024
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
THERE ARE NOT ANY CHANGES TO THE BUILDINGS, DRIVES, OR PARKING. THE ONLY DIFFERENCE IS ADDING A
PROPERTY LINE TO CREATE TWO LOTS.

MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THIS SITE HAS BEEN DEVELOPED FOR MANY YEARS AND NO ONE WILL SEE THE NEW PROPERTY LINE.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
NO IMPACT ON NEIGHBORING PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
BUILDING 1 IS APPROXIMATELY 28' TALL AND BUILDING 2 IS APPROXIMATELY 16' TALL.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
AS SHOWN ON PLAT.

- ☐ Lighting:
CITY COMPLIANT LIGHTING IS EXISTING.

- ☐ Hours of operation:
CHURCH - NORMAL CHURCH HOURS; DAYCARE - 7:00 A.M. TO 6:00 P.M.

- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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

N/A

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
THERE ARE NOT ANY CHANGES TO THE BUILDINGS, DRIVES, OR PARKING. THE ONLY DIFFERENCE IS ADDING A
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MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

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3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
NO IMPACT ON NEIGHBORING PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
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AS SHOWN ON PLAT.

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THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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

N/A

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

Revised February 2023

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

City Hope Church

4693 Airport Boulevard
Mobile, AL 36608

LSG Pine Bend & Hamptons, LLC
1985 Cedarbridge Ave., Suite 1
Lakewood, NJ 08701

City of Mobile, City Clerk
205 Government Street
Mobile, AL 36602

McGill-Toolen Catholic High School
1501 Old Shell Road
Mobile, AL 36604

Lafayette Park, LLC
1985 Cedarbridge Ave., Suite 1
Lakewood, NJ 08701

Wellness Realty, LLC
960 Downtowner Blvd.
Mobile, AL 36609

Terre Des Petits-Enfants, LLC
955 Downtowner Blvd., Suite 101
Mobile, AL 36609

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

JWO Investments, LLC
3755 Professional Parkway, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

3759 PPKY, LLC
753 Nichols Avenue
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36606

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609



Agenda Item # 5

SUB-003177-2024, MOD-003178-2024 & MOD-03179-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

951 Downtowner Boulevard & 3655 Marion Beckham Drive

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

City Hope Church

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor & Parks and Open Space

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

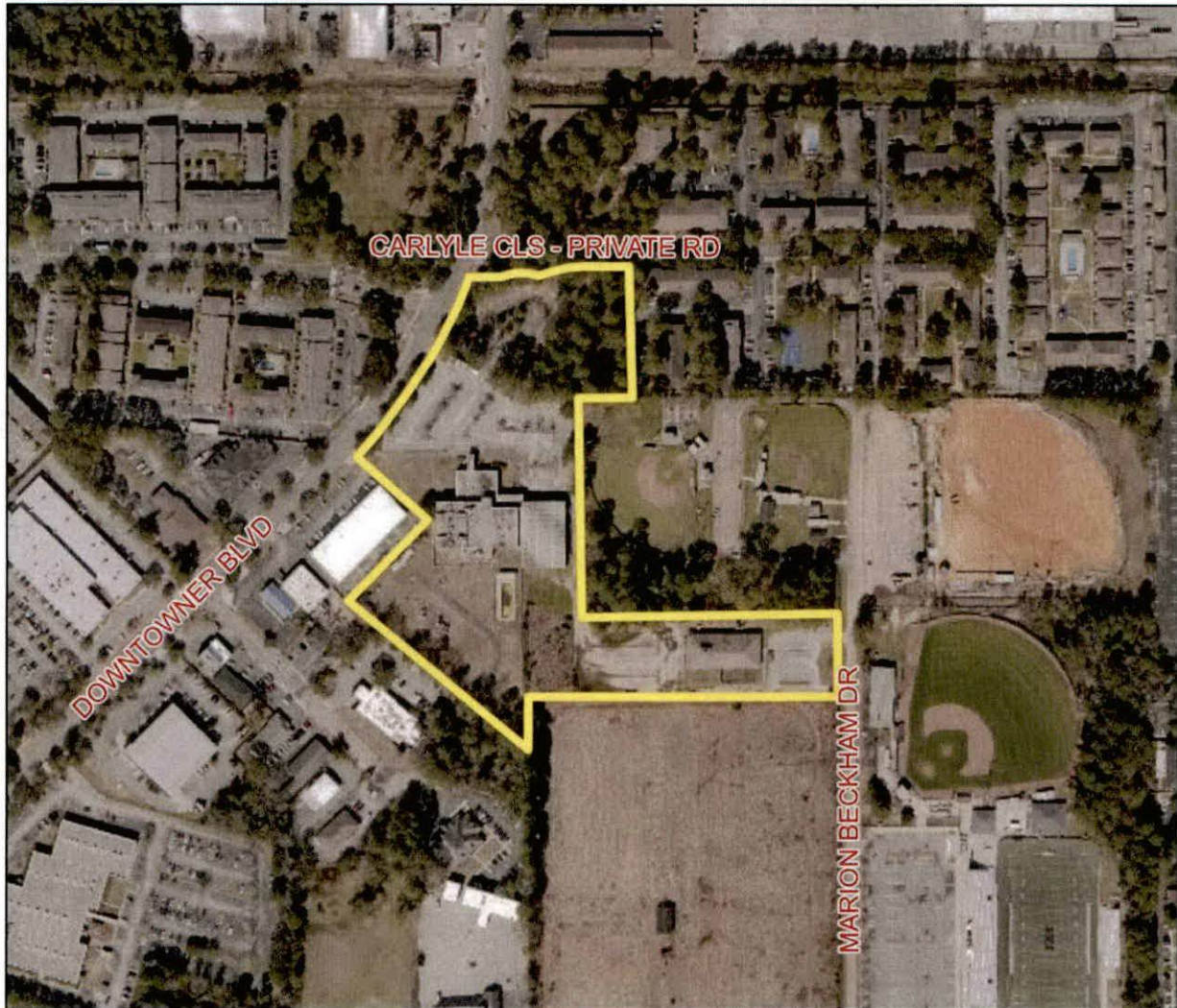
1. Subdivision proposal with nine (9) conditions;
2. Modification of a previously approved Planned Unit Development with six (6) conditions; and
3. Modification of a previously approved Planning Approval with six (6) conditions.

Report Contents:

Page

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units and commercial units.

APPLICATION NUMBER	5	DATE	January 16, 2025
APPLICANT	City Hope Church Subdivision		
REQUEST	Subdivision, PUD Modification, PA Modification		



SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

Most recently, at its October 5, 2023, meeting the Planning Commission approved resubdivision of the site to create two (2) lots, and Major Modifications to the Planning Approval and PUD to remove a lot from the previously approved Planning Approvals and PUDs. The plat was recorded in Probate Court in December 2023, and the Major Modifications were adopted by City Council in January 2024.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS A and B will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 105,000 SF and LOT B – NONE.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planning Approval Modification (MOD-003178-2024)

No comments.

Planned Unit Development Modification (MOD-003179-2024)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer.

Proposed Lot A has frontage along Downtowner Boulevard, a Minor Arterial Street with curb and gutter and an 80-foot-wide right-of-way at this location. The preliminary plat depicts a sufficient right-of-way width, making additional dedication unnecessary.

Proposed Lot B has frontage along Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot-wide right-of-way. The preliminary plat depicts a 50-foot-wide right-of-way, thus requiring dedication to provide 30 feet from the centerline of Marion Beckham Drive; however, at the time of the 1998, 2003, and 2023 subdivision applications, dedication was not required. As such, a waiver of Section 6.B.9. of the Subdivision Regulations may be appropriate if the Planning Commission again chooses to not require the additional right-of-way.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard and Marion Beckham Road, in compliance with Section 5.C.2.(i). of the Subdivision Regulations and Article 2 Section 64-2-10.E. of the UDC for lots in a B-1 zoning district. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on both proposed lots. As such, if approved, a note on the preliminary plat stating no structures shall be constructed in any easement without permission from the easement holder should be retained on the Final Plat.

Planning Approval and Planned Unit Development Modifications

The original PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. The most recent Modifications to the PUD and Planning Approval removed a portion of the property from the site overlayed by the original PUD and Planning Approval, in coordination with the most recent Subdivision request. There are no physical modifications to the Planning Approval or PUD site proposed by the requests at hand; the applicant is simply amending the most recently approved Planning Approval and PUD Modifications to reflect another change in lot lines, as proposed by the concurrent Subdivision request. Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plans depict the addition of an interior lot line, as proposed by the Subdivision request, and illustrate that both lots are developed with multiple buildings associated with the use of the property as a community services and day care facility.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final Planning Approval and PUD site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

The right-of-way widths for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final Planning Approval and PUD site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the 80-foot-wide right-of-way along Downtowner Boulevard on the Final Plat;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved by the Planning Commission;
3. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
4. Retention of the 25-foot minimum building setback line along Downtowner Boulevard and Marion Beckham Road, as required by Section 5.C.2.(i) of the Subdivision Regulations and Article 2, Section 64-2-10.E. of the Unified Development Code, adjusted for any required dedication;
5. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

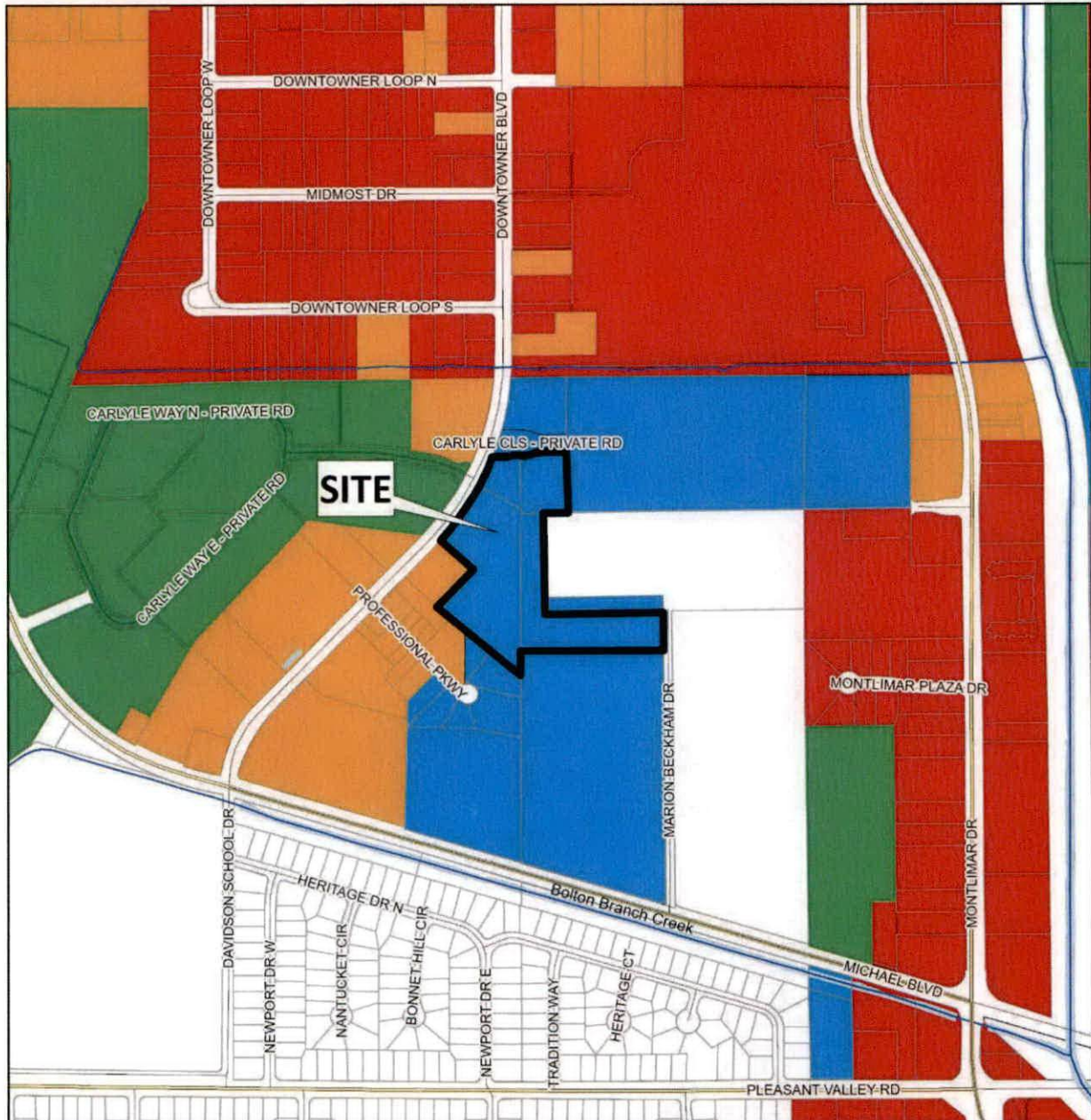
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Retention of the size labels in both square feet and acres, adjusted for any required dedications;
2. Retention of the building sizes in square feet on the final Planning Approval and PUD site plans;
3. Retention of the right-of-way widths along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



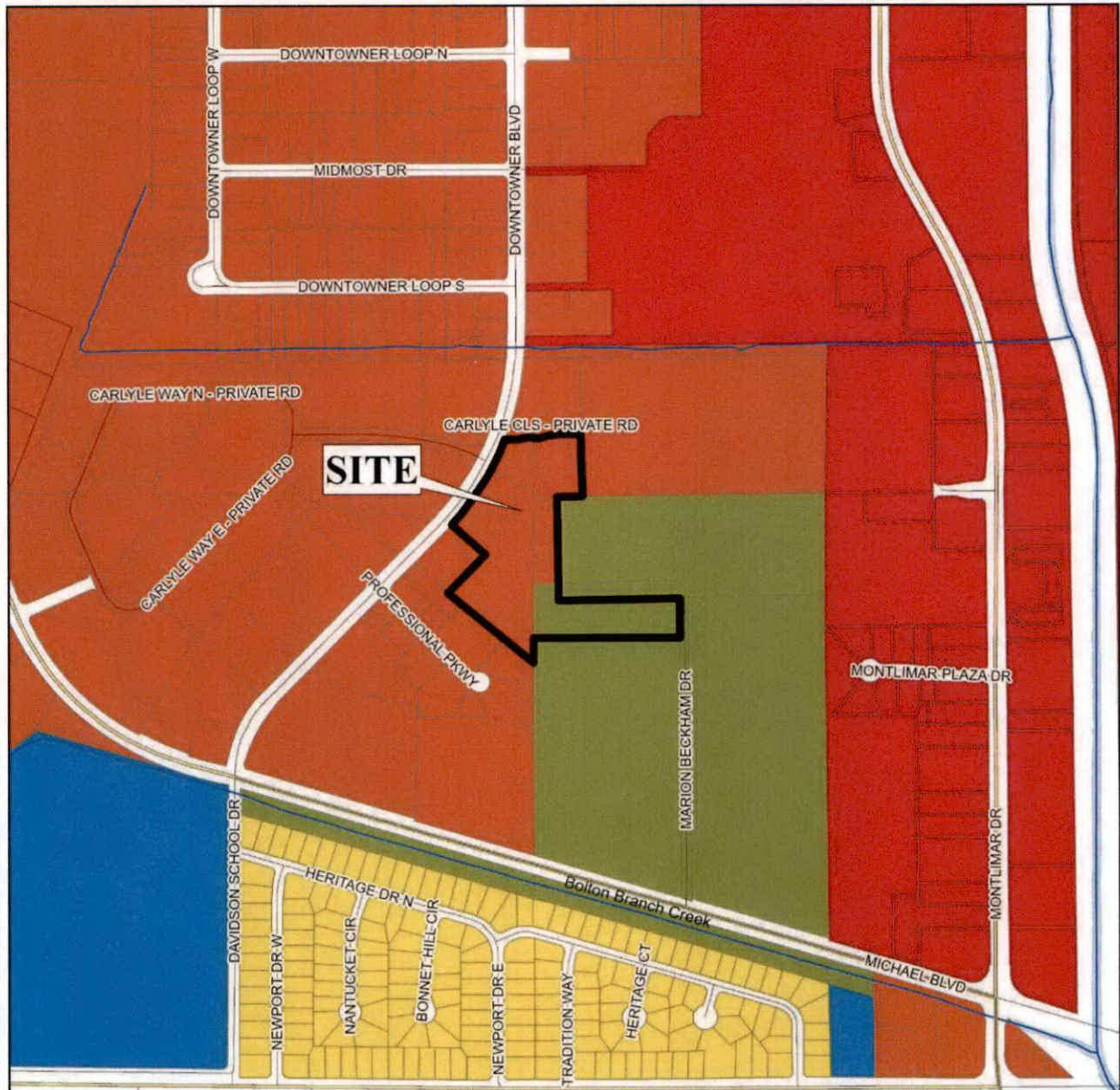
APPLICATION NUMBER 5 DATE January 16, 2025

APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE January 16, 2025

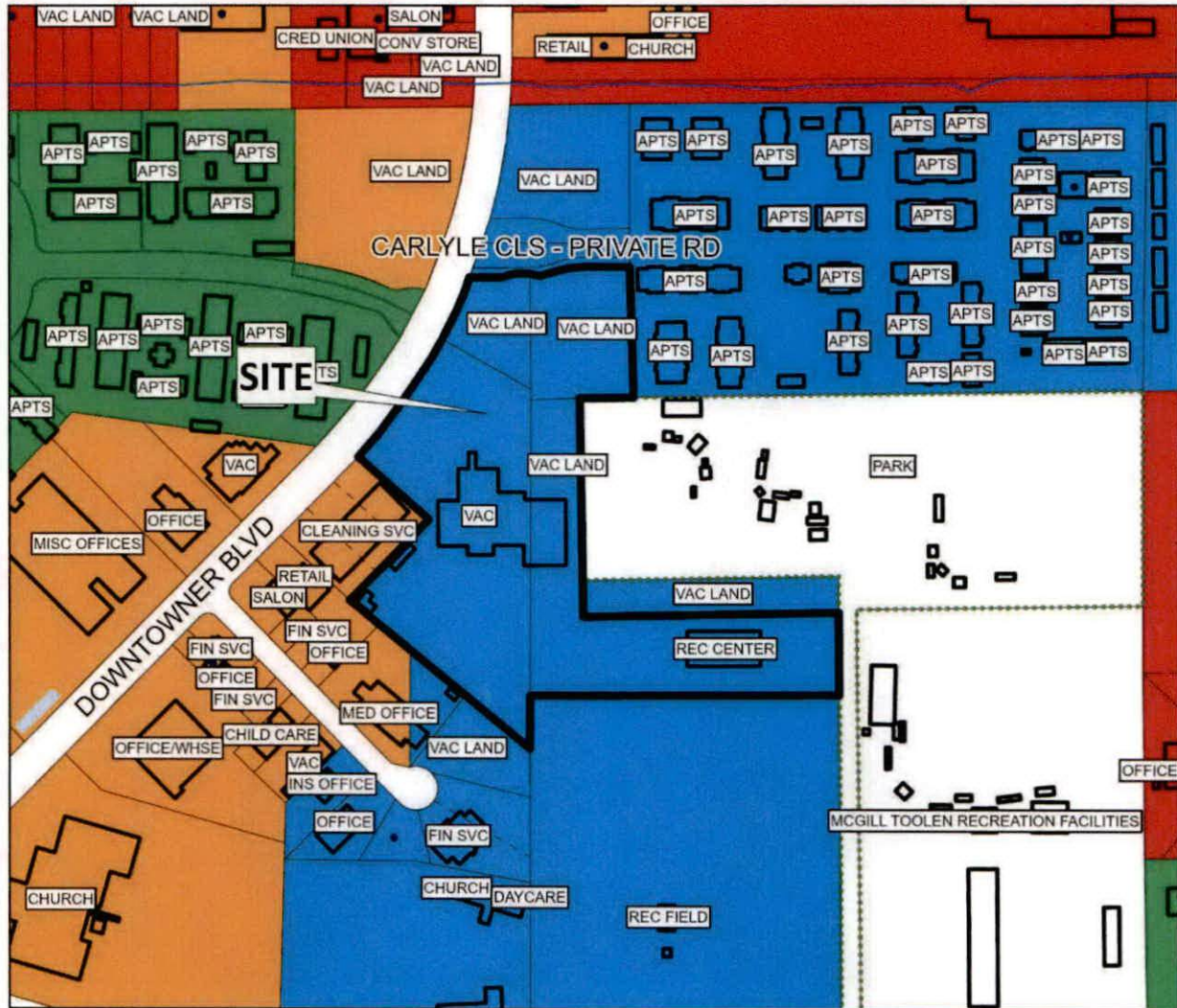
APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units and commercial units.

APPLICATION NUMBER 5 DATE January 16, 2025

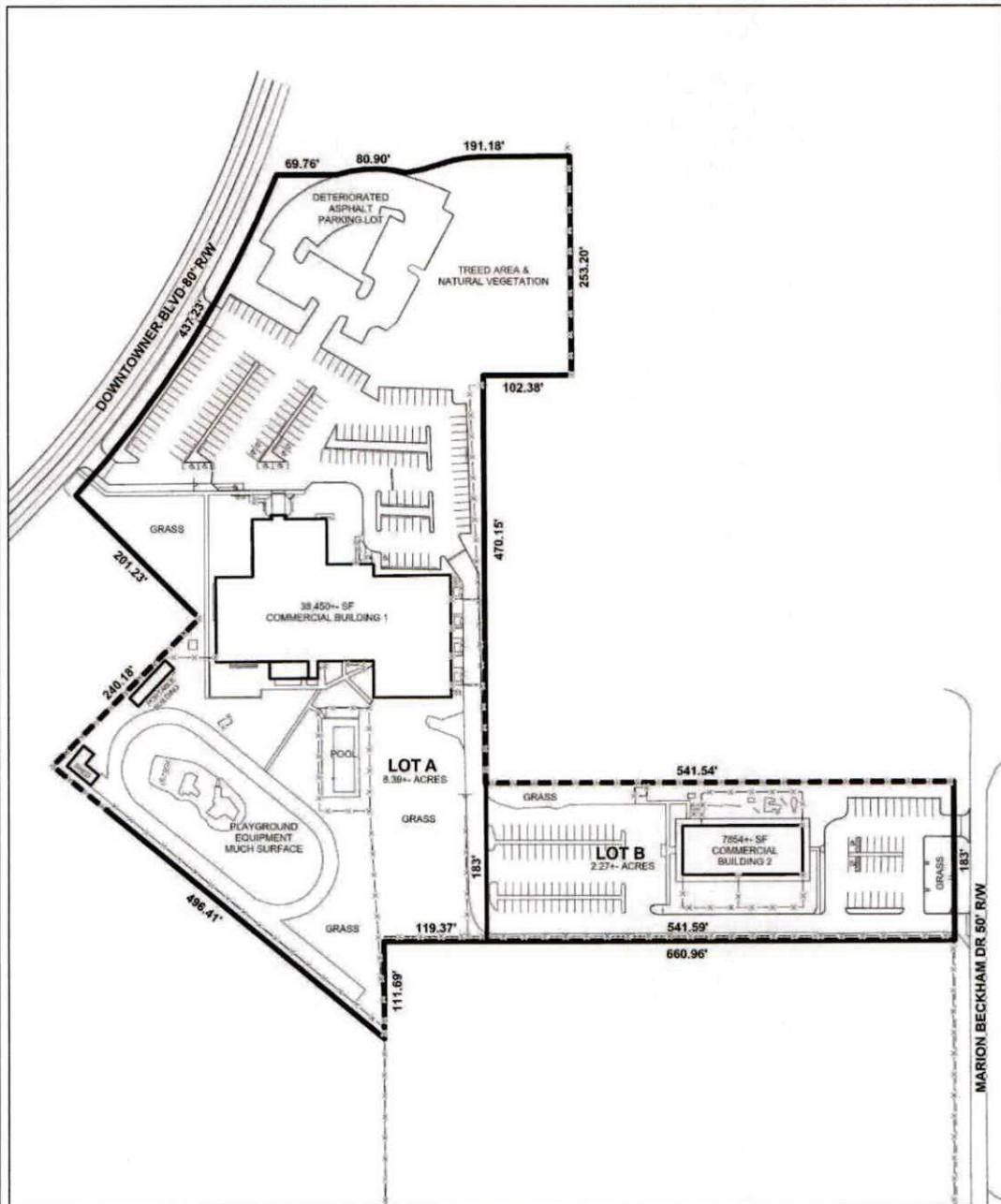
APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



SITE PLAN



The site plan illustrates the existing buildings, parking, playground area, and pool.

APPLICATION NUMBER 5 DATE January 16, 2025

APPLICANT City Hope Church Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

R E S O L U T I O N

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

Adopted:

City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, pursuant to Section 94.01 of the Constitution of Alabama of 2022, that the City Council of the City of Mobile (the "City Council"), which is the governing body of the City of Mobile, an Alabama municipal corporation (the "City"), will consider an ordinance (the "Ordinance") regarding the issuance of general obligation warrants (the "Warrants") to finance a portion of the acquisition, construction and equipping of the new arena and civic center facilities, and related facilities and infrastructure improvements (collectively, the "Project") at its meeting on February 25, 2025 at 10:30 a.m. local time. The City Council also will conduct a public hearing on the Ordinance at the February 25, 2025 meeting. The City Council will meet and will conduct such public hearing in the Government Plaza Auditorium, located at 205 Government Street, Mobile, Alabama 36602.

The Warrants shall constitute full faith and credit general obligations of the City. The principal of and interest on the Warrants shall be determined upon sale of the Warrants, payable from general revenues of the City. The City presently expects the Warrants will be issued for a term not exceeding thirty years. The Warrants shall never constitute or give rise to an indebtedness or pecuniary liability payable from, or a charge against, the revenues, assets, credit, or taxing powers of the State of Alabama, or any political subdivision thereof, other than the City, within the meaning of any constitutional provision or statutory limitation whatsoever.

The City and Global Spectrum, L.P. d/b/a OVG 360 (the "Manager") have entered into a Management Agreement (the "Management Agreement"), pursuant to which the Manager will operate and manage the Project on behalf of the City, on the terms and conditions contained therein, and will be obligated to make a cash contribution towards the completion of the Project. The City will be the owner of the Project.

The City believes that the proposed economic development project will create new jobs in the City, will generate additional tax revenues for the City, will increase commerce in the City, and will generally promote the economic development of the City. The City's granting of public funds or things of value as described herein will benefit the Manager or companies affiliated with the Manager.

Further information concerning the Warrants, the Ordinance, the Management Agreement and other information in this notice can be obtained from the Office of the Executive Director of Finance of the City of Mobile at the offices thereof in the South Tower of the Government Plaza during normal business hours.

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Cynthia Crenshaw to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 25, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Cynthia Crenshaw for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Cynthia Crenshaw individually or on behalf of Blag Beauty Transportation Services LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Cynthia Crenshaw

Business Address: _____

Telephone: _____

Trade Name Blag Beauty Transportation Services LLC

Business Information

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

Birthdate: _____

SSN: _____

Residence Address: _____

Address _____

City _____

State 617

Zip code _____

Telephone Number _____

Driver's License #: _____

Residing in Mobile County: Years: 29 Months: 2

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: Cruise Carnival

What will be your days and hours of operation? 4am to 12am

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Merz

Year: 2021

Model: Sprinter 2500

Make: _____

Year: _____

Model: _____

Make: _____

Year: _____

Model: _____

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



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Cynthia Crenshaw
Applicant's Signature

NAME OF ENTITY:

Blay Beauty Transportation Services LLC

By: Cynthia Crenshaw
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
29 DAY OF January, 20 25

Doreen Ayanna Jewett
Notary Public

My Commission Expires:
March 30, 2027



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Cynthia Crenshaw

Nickname(s) or Maiden Name: Shavers

Current Address:

Previous Address:

Personal Description:

Height: 5'9"

Weight: 140 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Cynthia Crenshaw
Signature

11/29/25
Date signed



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Cynthia Crenshaw

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: 8 _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: N/A

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Cynthia Crenshaw
Signature

1/29/25
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CRENSHAW, CYNTHIA SHAVERS

Address:

Nick Name:

Phone: 205-667-1000

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 54

Weight: 140

Eyes: BROWN

Height: 5'09"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

NO RECORD
CHECKED BY: *AD Wright*
DATE: *Jan 28 2025*

DRIVER LICENSE

ALABAMA

IDENTIFICATION

No. [REDACTED] CLASS DM

D.O.B. 05-02-1970 EXP 07-19-2026

CYNTHIA SHAVERS
CRENSHAW

ISS 07-27-2022

REST 12

SEX F HT 5-09 EYES BRO
WT 130 HAIR BLK

Secretary Hal Taylor
Secretary of Law Enforcement

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Carlos Dixon to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 25, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Carlos Dixon for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Carlos Dixon individually or on behalf of D's Luxurious Transportation Service, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Carlos Dixon

Business Address:

Telephone

e Name D's Luxurious Transportation Service

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

1 Address _____ City _____ State 8 Zip code _____

Telephone Number:

Driver's License # _____

Residing in Mobile County: Years: 49 Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Carlos Dixon Title owner Address _____ Amount of Stock Held (if any) _____

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Sprinter
Make: _____
Make: _____

Year: 2017
Year: _____
Year: _____

Model: Mercedes Benz
Model: _____
Model: _____

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



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

NAME OF ENTITY:

D's Luxurious Transportation Service

By: Carlos D. Dixon
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
28 DAY OF January, 20 25


Notary Public

My Commission Expires:
March 30, 2027



Personal Data Report

General Descriptors

Name: DIXON, CARLOS DECON

Address:

Nick Name:

Phone: - - -

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 49

Weight: 220

Eyes: BROWN

Height: 5'08"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 421-84-0376

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>197046377901</u>	1970463779	9/6/1997	DIXON, CARLOS DECON	1/13/1976	UNKNOWN LOCATION UNKNOWN,	THOMPSON, M A	CONV	DR M L KING @ FISHERS ALLEY UNKNOWN,	ALIAS/BENCH WARRANT ARREST

1 Records Selected

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD
CHECKED BY: C. Knight
DATE: Jan 28, 2025



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY DRIVER LICENSE DIVISION

301 SOUTH RIPLEY STREET | P.O. BOX 1471 | MONTGOMERY, AL 36102-1471
PHONE 334.676.6002 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

CARLOS DECON DIXON
1809 LA PINE DR
MOBILE AL 36618-1617

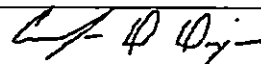
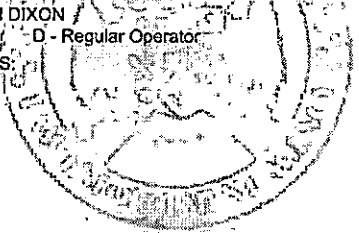
27-Jan-2025

Letter ID: L0008567429



This temporary license is valid until 02-26-2025.
Your license will be mailed to the address below.

Transaction ID	3HR-36MH-T6PK	Transaction Date	01-27-2025
Name	CARLOS DECON DIXON		
Class	D - Regular Operator		
Mailing Address			

 This interim license is valid for 30 days from the issuance date printed on the front of this interim license. Your new license will be mailed to you. If you do not receive your license within 30 days please telephone 334-676-6002 for assistance.	DRIVER LICENSE ALABAMA CLASS D EXP 02-26-2025 CARLOS DECON DIXON ISS 01-27-2025 SEX M HT 5-8 EYES BRO WT 220 HAIR BLK Secretary Hal Taylor Secretary of Law Enforcement 
CARLOS DECON DIXON CLASS: D - Regular Operator ENDORSEMENTS: RESTRICTIONS: 	

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Angel Williams to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 25, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Angel Williams for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Angel Williams

Business Address _____

Telephone: _____

0 Trade Name Journey Transportation

Business Information

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

Birthdate: _____ SSN:

Residence Address: _____

2
Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License # _____

Residing in Mobile County: Years: 40 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

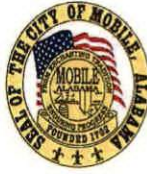
B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/chapter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Angel Williams

Date of Birth: _____ Security #: _____

Present Address 6 _____

Home Phone Number: (251) _____ Work Phone Number _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Dillard's 3300 Joe Trendwell Dr

Present Position/Title: Fragrance Specialist

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>N/A</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

N/A

Give nature of all transactions or acts giving rise to these judgements.

N/A

Give name and location of court in which judgements were entered and date entered.

N/A

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Angel Williams
Signature

Jan 29, 2025
Date Signed



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 9 to 9

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>ACURA</u>	Year: <u>2014</u>	Model: <u>RDX</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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

N/A



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Angel Williams

Nickname(s) or Maiden Name: Page

Current Address: _____

Previous Address: 1

Personal Description:

Height: 5'10

Weight: 240

Hair Color: Blk

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Angel Williams
Signature

Date signed



I hereby authorize the investigation of all statements contained in this application. I certify that:

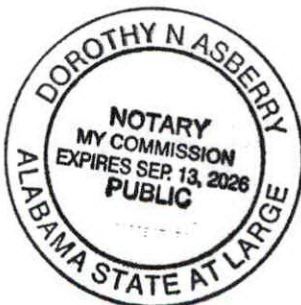
1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

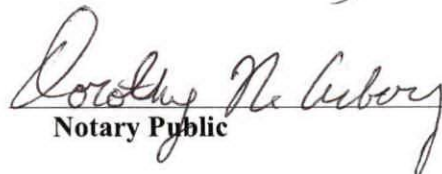
NAME OF ENTITY:

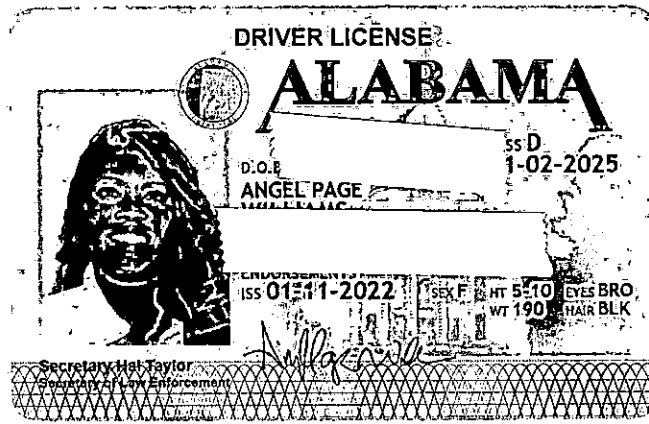
Journey Transportation

By: _____
Its _____



SWORN TO AND SUBSCRIBED BEFORE ME THIS
29th DAY OF January, 2025


Notary Public



Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: WILLIAMS, ANGEL PAGE

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 49

Weight: 190

Eyes: BROWN

Height: 5'10"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

A RECORD

CHECKED BY:

DATE:

C. Knight
01-29-2025

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 138-64-4208

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>213036889601</u>	2130368896	10/24/2013	WILLIAMS, ANGEL PAGE	10/1/1975	UNKNOWN LOCATION UNKNOWN,	SCHMIDT, HERMAN	CONV	AIRPORT BLVD @ I65 MOBILE,	ALIAS/BENCH WARRANT ARREST

1 Records Selected

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD
CHECKED BY: C. Knight
DATE: 01-29-2025