

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: McGregor Ave. Widening (Airport Blvd to Dauphin St.)

PROJECT # City Engineering 2013-202-01 and ALDOT STPMB-7508(600) (C0159)

DATE OF RECEIPT: October 1, 2021

PROJECT DESCRIPTION : ROW Tract Acquisition Batch 6 (Tract 3)

CONTRACT AMOUNT: \$3,100.00

VENDOR NAME: Jones Walker, LLP

VENDOR NUMBER: 294634 DEPT #: 3005 DEPT NAME: Engineering

CONTRACT ADMINISTRATOR: Michelle Melton/Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

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

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

Prepared by: Michelle Melton Date 10/1/2021

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to accept a Deed for the acquisition of right-of-way tract for City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508(600) McGregor Avenue Widening from Dauphin Street to Airport Boulevard as set out in the instruments attached hereto for the price of \$3,100.00.

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-290 on July 31, 2012.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from ALDOT in the amount of the sales price less prorated share of property taxes payable to Jones Walker, LLP.

Be it further resolved that the City Engineer and/or Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile what ever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

Adopted: _____

City Clerk

**AGREEMENT
(Temporary Construction Easement)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 3TCE1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Annie S. Galloway**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 3** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,100.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 3TCE1 as shown on attached sketch

3. The party of the first part offered \$2,100.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with **\$3100.00 plus limits of TCE to be physically blocked off in order to protect the rest of the property and use of driveway during construction. See attached addendum.** The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 20th
day of April, 2021.

WITNESSES:





Land Owner(s)

LPA Engineer or
designated representative

ADDENDUM to Item 3.

There shall be an additional \$1,000.00 payment made to the property owner if the driveway is left unprotected from access at any point during construction of this project, **Project STPMBF-7508(600).**