AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, September 19, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
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 Jason Craig for a waiver of the Noise Ordinance at 1644 Virginia Street on October 7, 2023, from 11:00 a.m. - 10:00 p.m. (District 2).

   Request of Jennifer Greene for a waiver of the Noise Ordinance at 57 N. Claiborne Street on October 29, 2023, from 3:30 p.m. - 7:00 p.m. (District 2).

   Request for a waiver of the Noise Ordinance at 4 N. Cedar Street on September 21, 2023, from 7:00 p.m. - 10:00 p.m. (District 2).

   Request of Jason Craig for a waiver of the Noise Ordinance at 1644 Virginia Street on November 4, 2023, from 11:00 a.m. - 10:00 p.m. (District 2).

   Request of Broderick Kirksey for a waiver of the Noise Ordinance at 2359 Club House Road on October 1, 2023, from 2:00 p.m. - 10:00 p.m. (District 3).

9. **PUBLIC HEARINGS**

   Public hearing to declare the structure at 1853 Seale Street a public nuisance and order it demolished/secured (District 1)

   Public hearing to declare the structure at 609 S. Wilson Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 601 St. Anthony Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 557 St. Louis Street a public nuisance and order it demolished (District 2).

Public hearing to fix costs for demolition of the structure at 1056 Etta Avenue; $3,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1705 Northview Drive; $2,550.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1521 Plover Street; $3,950.00 (District 2).

Public hearing to fix costs for demolition of the structure at 922 S. Hamilton Street; $2,550.00 (District 3).

Public hearing to fix costs for demolition of the structure at 2011 Height Street; $2,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 7127 13th Street; $2,550.00 (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

John Kilpatrick - Update the Council on Veterans Recovery Resources activities under their current performance contract.

George Tate - Concerns about the condition of Municipal Park Lake.

Sabrina Mass - To address City unrest and call for unity in the community.

Carrie Williams - Comments on the death of Jawan Dallas.

Christine Dallas - Request the release of the body cam footage concerning the death of Jawan Dallas.

Alex Lofton - Request the release of the body cam footage concerning the death of Jawan Dallas.

LaTanga Thompson - Request the release of the body cam footage concerning Jawan Dallas.

Beverly Cooper - Concerns about the proposed FY2024 budget and post-annexation updates and developments.

Estella Trotter - Lack of communication from the City regarding future actions to demolish Thomas James and RV Taylor public housing.

Jennifer Irby - Concerns about the dilapidated and abandoned homes and lots in

District 2.

Reverend Tony Algood - Concerns about the need for transparency and conduct of Mobile police department.

11. RESOLUTIONS HELD OVER

01-1014 Authorize agreement with Alabama Export Railroad, Inc, for Michigan Avenue Crossing Railroad Agreement; $44,265.04 (sponsored by Councilmembers Carroll & Small and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

08-1015 Approve purchase order to Stivers Ford Lincoln, Inc. for 49 Ford F150 pickup trucks for MPD; $1,982,197.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1016 Approve purchase order to Sansom Equipment Co., Inc. for a garbage truck; $352,156.00 (sponsored by Mayor Stimpson)

08-1017 Approve purchase order to Donohoo Chevrolet, LLC for 18 Chevrolet Tahoes for MFRD; $900,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1018 Approve purchase order to Donohoo Chevrolet, LLC for 32 Chevrolet Tahoes for MPD; $1,600,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1019 Approve purchase order to Primary Arms, LLC for 17 semi-automatic rifles for MPD; $49,992.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1020 Approve purchase order to Cowin Equipment Co., Inc. for 2 excavators; $442,151.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1021 Authorize contract with WHC AL, LLC, d/b/a ZTrip, for parking shuttle service at the Cruise Terminal; NTE $50,000.00 per year (sponsored by Mayor Stimpson) (submitted by Sheila Guranus, Cruise Terminal).

21-1022 Authorize contract with Securitas Security Services USA, Inc. for unarmed security guard security services at the Cruise Terminal; NTE $75,000.00 per year (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

21-1023 Authorize contract with McElhenney Construction Company, LLC, for N. Washington Avenue Street and culvert repairs; $5,212,887.35 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-1024 Authorize contract with Emerald Coast Utilities Authority for receipt and processing of City recyclables; NTE $90,000.00 per year (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-1025 Authorize contract with Terracon Consultants, Inc., for N. Washington Avenue street and culvert repairs; $50,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

47-1026 Assent to a vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road (sponsored by Councilmember Daves).

47-1027 Consider a vacation of right-of-way fee as a condition of the vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road (sponsored by Councilmember Daves).

03-1029 Approve the appointment of Richard Lee Moore as Executive Director of Finance (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-1030 Adopt the 2023-2024 General Fund, Capital Improvement Fund, and Convention Center Fund budgets (sponsored by Mayor Stimpson).

12. CONSENT RESOLUTIONS BEING INTRODUCED

03-1031 Re-appoint Sandra Wiley and Harris Oswalt, Jr. to the Mobile Library Board (sponsored by Councilmembers Penn and Daves) (submitted by Lisa C. Lambert, City Clerk).

31-1032 Authorize a grant application to Innovate Alabama's for the Innovative Community Designation Program; $250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

40-1033 Declare the structure at 1853 Seale Street a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

40-1034 Declare the structure at 609 S. Wilson Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1035 Declare the structure at 601 St. Anthony Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1036 Declare the structure at 557 St. Louis Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1037 Fix costs for demolition of the structure at 1056 Etta Avenue (sponsored by Councilmember Penn).

40-1038 Fix costs for demolition of the structure at 1705 Northview Drive

(sponsored by Councilmember Penn).

40-1039 Fix costs for demolition of the structure at 1521 Plover Street (sponsored by Councilmember Carroll).

40-1040 Fix costs for demolition of the structure at 922 S. Hamilton Street (sponsored by Councilmember Carroll).

40-1041 Fix costs for demolition of the structure at 2011 Height Street (sponsored by Councilmember Small).

40-1042 Fix costs for demolition of the structure at 7127 13th Street (sponsored by Councilmember Gregory).

58-1043 Authorize removal of weeds, Group 1645.

58-1044 Assess costs for removal of weeds, Repeat Weed Lien Group 62.

58-1045 Assess costs for removal of weeds, Repeat Weed Lien Group 63.

58-1046 Assess costs for removal of weeds, Repeat Weed Lien Group 64.

60-1047 Approve award of special bonus to the Firefighter of the Month; Bark (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-1048 Approve award of special bonus to the Officer of the Month; Christian (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-1049 Determine an appropriation to Toulminville Rattlers Sports serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1050 Determine an appropriation to RC Africatown Plateau Pacers serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1051 Determine an appropriation to Williamson High School and Middle Grades Preparatory Academy serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1052 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1053 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1054 Determine an appropriation to Country Club Estates Neighborhood Association, Inc. serves a public purpose and approve payment (sponsored by

Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).
60-1069 Determine an appropriation to Yorktown Baptist Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1071 Determine an appropriation to The U. J. Robinson Memorial Center, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

13. CIP RESOLUTIONS BEING INTRODUCED

21-1055 Authorize contract with R.J. Smith Mechanical Consultant, Inc. for HVAC upgrades at Springhill/Hillsdale/Harmon/Hope Community/Recreation Centers; $34,520.00 combined (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

14. RESOLUTIONS BEING INTRODUCED

08-1056 Approve purchase order to Tablet Command, Inc. for incident management software for MFRD; $32,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1057 Approve purchase order to Mobile Bay Harley-Davidson, Inc. for 6 police package motorcycles; $215,983.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1058 Approve purchase order to SHI International Corp. for annual renewal of citizen engagement software; $51,275.99 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1059 Approve purchase order to Greenview Solutions, LLC for tree trimming, removal and stump grinding; $80,499.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1060 Approve purchase order to Asplundh Tree Expert, LLC for tree trimming, stump grinding and removal; $97,765.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1061 Approve purchase order to Asplundh Tree Expert, LLC for tree trimming, stump grinding and removal; $259,194.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1062 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 5 Ford passenger vans for Parks & Rec. Dept.; $300,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1063 Approve purchase order to Model 1 Commercial Vehicles, Inc., d/b/a Creative Bus Sales, Inc., for passenger bus with wheelchair lift for Parks &

Rec. Dept.; $129,207.02 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1064 Authorize contract with JAGET, Inc., d/b/a Wetland Resources Environmental Consulting, for invasive species control at Brookley by the Bay; $22,500.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1065 Authorize contract with Complete Demolition Services, LLC for demolition of structure at 4400 Government Boulevard; $51,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Gary Jackson, Municipal Enforcement Dept.).

21-1066 Authorize contract with Integrity Maintenance, LLC for restroom renovations at the Arthur R. Outlaw Convention Center; $554,000 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-1067 Accept an increase in ADECA CDBG project budget allocation by $805,288.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

31-1068 Authorize a grant application to the National Archives/National Historical Publications & Records Commission for digitization of historical documents; $75,000.00 (25% local match) (sponsored by Mayor Stimpson) (submitted by Shaun Wilson, Municipal Archives Dept.).

09-1070 Transfer funds from Police Admin Fuel to City Hall Overhead; $400,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

15. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Craig	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 8:21 AM

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: Jason W Craig
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) _____

Mailing Address of Applicant 1644 Virginia Street

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

Location or address of event where amplification will be used:
1644 Virginia Street Mobile, AL 36604

Date of Event: 07 Oct 23 Starting Time: 1100 hrs Ending Time 2200 hrs

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

Type of Event: Football Tailgate

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

2023 SEP 11 PM 2:04

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source		
Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Greene	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 8:22 AM

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

(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: Jennifer Greene
PLEASE PRINT ALL INFORMATION

Home Phone Number: 6038286607 Cell Number: _____

Organization (if applicable) Delta Dogs

Mailing Address of Applicant 3526 Springhill Memorial Drive S Mobile AL 36608

Telephone No. 6038286607 E-mail address deltadogsmobile@gmail.com

Location or address of event where amplification will be used:

The Blind Mule 57 N. Clairborne St. Mobile AL 36602

Date of Event: 10/29/23 Starting Time: 3:30 Ending Time 7:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Party Fundraiser/ Mobile Witches Ride - 8th Annual

Do you plan to sell alcohol at this event? X YES _____ NO The Blind Mule is host. Block/event permit submitted to MPD

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hargrove	Cover Memo	9/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/19/2023 - 8:42 AM

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: Hargrove Foundation
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 680-7298

Organization (if applicable) _____

Mailing Address of Applicant 20 S. Royal Street

Telephone No. (251) 476-0605 E-mail address cnorth@hargrove-epc.con

Location or address of event where amplification will be used:
4 N. Cedar Street

Date of Event: 9/21/23 Starting Time: 7:00 pm Ending Time 10:00 pm

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

Type of Event: Fundraiser

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Craig2	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 8:24 AM

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: Jason W Craig
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) _____

Mailing Address of Applicant 1644 Virginia Street

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

Location or address of event where amplification will be used:
1644 Virginia Street Mobile, AL 36604

Date of Event: 04 Nov 23 Starting Time: 1100 hrs Ending Time 2200 hrs

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

Type of Event: Football Tailgate

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

2023 SEP 11 PM 2:04

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Kirksey	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 8:25 AM

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: Broderick Kirksey
PLEASE PRINT ALL INFORMATION

Home Phone Number: Same Cell Number (251) 648-4151

Organization (if applicable) none

Mailing Address of Applicant 2359 Clubhouse Rd. Mobile, AL. 36605

Telephone No. (251) 648-4151 E-mail address Rev Brock 12@gmail.com

Location or address of event where amplification will be used:

2359 Clubhouse Rd.

Date of Event: 10/1/23 Starting Time: 2:00pm Ending Time 10:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Party

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

2023 SEP -8 AM 11:50

03

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 9:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 9:58 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:57 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Kilpatrick	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 8:46 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: John Kilpatrick Date: 9/14/2023

Address: 1156 Springhill Ave., Mobile, AL 36604

Phone: 251-753-3833 Email: jfk@vetsrecover.org

Date to Address City Council: 9/19/2023

Subject (must complete):

Update the Council on Veterans Recovery Resources activities under the Performance Contract that began on October 1, 2022

Specific Questions:

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Tate	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:00 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

2023 SEP 12 PM 2:37

Your comments will be limited to three (3) minutes

Name: George Tate Date: 9-12-23

Address: 805 S. Thomas ave Mobile AL

Phone: 251-487-5549 Email: tategeorge970@gmail.com

Date to Address City Council: 9-19-23

Subject (must complete): Condition Complaint Municipal park Lake

Specific Questions: open

Signature: George Tate

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Mass	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:03 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 9/13/2023 12:52 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sabrina Mass

Date To Address Council: 2023-09-19

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Unity in the Community

Pertain To City Business: To address city unrest and call fir UNITY..

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2023-09-13 12:52:04

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Williams	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:07 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 9/12/2023 8:52 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carrie Williams

Date To Address Council: 2023-09-19

Address: 2854 Thornhill Dr

Email: cdewill03@gmail.com

Phone: (916) 397-2618

Subject And Specific Questions: As a parent - Comments on Jaywan Dallas

Pertain To City Business: Incident involving Jaywan Dallas by Mobile City Police Dept

Signature: Carrie Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-09-12 20:52:08

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Dallas	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:09 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/14/2023 8:43 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Dallas

Date To Address Council: 2023-09-19

Address: 10523 Beverly Rd Irvington Al 36544

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: The body can release of the death of Jawan Lee Mcgee-Dallas

Pertain To City Business: He was killed by Mobile Police department

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-09-14 08:43:18

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:11 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/14/2023 10:53 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j Lofton

Date To Address Council: 2023-09-19

Address: 1811 Blackman st

Email: huggybeardapoet@yahoo.com

Phone: 2513822258

Subject And Specific Questions: The Juwan Dallas Police Homicide

Pertain To City Business: Reason the Bodycam

Signature: Alex j lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-09-14 10:53:06

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Thompson	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 1:28 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/14/2023 11:30 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: La Tanga Thompson

Date To Address Council: 2023-09-19

Address: 7211 Old Military Rd

Email: latangat@yahoo.com

Phone: 2514061623

Subject And Specific Questions: Jawan Dallas / video release

Pertain To City Business: Ask to help get the video released

Signature: La Tanga Thompson

Signature Verify: X

Agree: X

Date Submitted: 2023-09-14 11:30:20

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cooper	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:13 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 9/13/2023 10:51 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Beverly Cooper

Date To Address Council: 2023-09-19

Address: 1208 Palmetto Street

Email: bcae@comcast.net

Phone: 251-421-5072

Subject And Specific Questions: Proposed FY2024 Budget and post-annexation updates/developments

Pertain To City Business: As the legislative body, the Mobile City Council has control over the city's budget and a good deal of control over post-annexation related issues.

Signature: Beverly Cooper

Signature Verify: X

Agree: X

Date Submitted: 2023-09-13 10:51:17

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Trotter	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:15 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 9/13/2023 2:02 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Estella Trotter

Date To Address Council: 2023-09-19

Address: 1507 Forrest Circle Mobile,AL 36605

Email: f.trotter20@gmail.com

Phone: 251 455-2040

Subject And Specific Questions: Lack of Mobile City Council, MHA, Airport Authority, to provide documents/letters from HUD Housing and Urban Development, of the process,agreements, and any changes made over the course of the entire process of the future actions to demolish Thomas James and RV Taylor public housing properties.

Pertain To City Business: August 29, 2023, at the Mobile City meeting, Director Pierce of the MHA/MHB presented changes to a HUD/MHB agreement to preserve acreage to replace housing units. The City Council restated this to be their understanding as well and reacted as to be blindsided with the change and to be told by Pierce that HUD agreed to the change of both housing properties would be sold to Airport Authority.

Signature: Estella Trotter

Signature Verify: X

Agree: X

Date Submitted: 2023-09-13 14:02:13

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Irby	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 11:17 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/14/2023 10:09 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Mrs Jennifer H.Irby

Date To Address Council: 2023-09-19

Address: 1062 Basil Street, Mobile

Email: jennifer.irby.62@icloud.com

Phone: 2516445907

Subject And Specific Questions: Dilapidated and abandoned homes and lots in our community district 2

Pertain To City Business: Some of the homes have been tagged with a notice but squatters drug dealers and ladies-of the evening are making our community a disgrace and can affect the homeowners property value. We deserve to have a nice community and better services from the city just like west Mobile Thank you

Signature: Mrs Jennifer H.Irby

Signature Verify: X

Agree: X

Date Submitted: 2023-09-14 10:09:31

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/14/2023 - 1:40 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/14/2023 11:44 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Rev, Tonny Algood

Date To Address Council: 2023-09-19

Address: 214-A De Sales Avenue

Email: tonnyalgood@gmail.com

Phone: 251-680--4266

Subject And Specific Questions: Transparency and conduct of Mobile police department.

Pertain To City Business: Mobile Public Safety Department

Signature: Rev. Tonny Algood

Signature Verify: X

Agree: X

Date Submitted: 2023-09-14 11:43:58

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmen William Carroll and C. J. Small

Purpose and Scope of Project:

Approve agreement with Alabama Export Railroad, Inc. for railroad grade crossing improvement.

Amount of Contract:

$44,265.04

Funding Source

Project # C0885 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4616

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Railroad Crossing Improvements	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/6/2023 - 12:08 PM
Capital	Rhodes, Brenda	Approved	9/6/2023 - 3:56 PM
Legal	Kern, Chris	Approved	9/6/2023 - 4:17 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:54 PM

COOPERATIVE AGREEMENT SUMMARY SHEET

Date: 9/6/2023

Dept #: 3005 **Dept Name:** Engineering

Project #: C0885

Name of Project: Michigan Ave Crossing Railroad Agreement

Name of Agency(s): Alabama Export Railroad, Inc.

Amount of Agreement: $44,265.04

Additional Information: This is a cost reimbursement agreement between the City of Mobile and Alabama Export Railroad, Inc.

Alabama Export Railroad, Inc.- 4519 MCINNIS AVE MOSS POINT MS 39563

Requested by: Jessica White **Date** 9/6/2023

(Note: This sheet should be used when routing agreements to receive funding from other agencies.)

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carroll and C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Export Railroad, Inc.

Project Name: Michigan Avenue Crossing Railroad Agreement
/COM Project# 2023-3005-21

Estimated Cost: $44,265.04

Adopted:

_____
City Clerk

Agreement
Alabama Export Railroad, Inc. and City of Mobile Project

THIS AGREEMENT is made and entered into on this the _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA, (hereinafter the "CITY") and ALABAMA EXPORT RAILROAD, INC. (hereinafter the "RAILROAD");

WHEREAS, it is the intention of the RAILROAD to improve the Michigan Avenue railroad grade crossing (hereinafter the "PROJECT").

WHEREAS, CITY and RAILROAD jointly propose to install concrete railroad crossing surface panels at Michigan Avenue, (DOT# 304189D), and to perform other work in connection therewith to improve the railroad grade crossing for the use of the traveling public.

WHEREAS, the CITY does desire and request the RAILROAD to utilize concrete and 10' timber tie material required to complete the project, and to perform, (with its own employees and work equipment, or by contract, for account of and at the cost and expense of the RAILROAD), the work of purchasing and installing said concrete railroad crossing surface panels which the RAILROAD is willing to do upon the terms and conditions hereinafter set out; and

WHEREAS, the CITY and the RAILROAD desire to cooperate in grade crossing safety improvements in the interest of public improvement of the traveling public for the below listed project, location, and detailed scope of work;

Project Number _____, with DOT Number 304189D on Michigan Avenue in Mobile County, Alabama; in order to improve the crossing surface with 81 track feet of concrete railroad crossing surface panels.

NOW, THEREFORE, THE PARTIES HERETO, covenant and agree to the following terms and conditions:

1. This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are duly authorized to execute this Agreement, and it is deemed by the parties to be an agreement or contract under seal.
2. The City represents that William S. Stimpson, Mayor has been duly authorized by the City to execute this Agreement and this Agreement will be properly approved and attached to the minutes of the City after it is fully executed.
3. It is understood that the City will reimburse the Railroad 100% of the cost attributable to the purchase of concrete panels and 10' timber ties that will support the concrete panels required for the project. The RAILROAD will be reimbursed at full cost by the CITY within thirty (30) days of receipt of invoice from the RAILROAD.
4. The RAILROAD with its regular construction, maintenance, or installation forces and personnel, will furnish and install said timber ties and concrete crossing panels in workman like manner and to the satisfaction of the City Engineer. The estimated total cost attributable to the use of concrete panels and 10' timber ties to support the concrete panels required for the PROJECT to be reimbursed at full cost by the City is as follows:

   Total Estimated Cost Not To Exceed $44,265.04

5. The RAILROAD shall be responsible for furnishing the appropriate traffic control devices for vehicle traffic during any period of time when any construction by the Railroad is taking place

within the traveled way or shoulder area of the public street or highway. This work zone traffic control will be in accordance with the national Manual on Uniform Traffic Control Devices, latest edition.

6. The RAILROAD will be responsible at all times for all of the work performed under this agreement and, the RAILROAD will protect, defend, indemnify and hold harmless the CITY, its elected officials, employees, agents and assigns, from and against any and all action, damages, claims, loss and liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise hereof arising out of the negligent, willful, and/or intentional conduct of the RAILROAD, its officials, officers, employees, agents and/or assigns, in relation to the work performed by the RAILROAD.
7. This Agreement will be effective when signed by both Parties and will remain in effect until the PROJECT is completed, no later than December 31, 2024, or such later date mutually agreed upon in writing by the parties.
8. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
9. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
10. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
11. RAILROAD shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.
12. The RAILROAD agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.
13. By signing this contract, The RAILROAD, 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.
14. RAILROAD shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.
15. RAILROAD shall comply with all applicable 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.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials, and persons duly authorized to execute same, and the AGREEMENT is deemed to be an AGREEMENT or contract under seal that is dated and effective on the date hereinafter stated as the date of approval by the City Engineer.

WITNESS:

By:_____

Tonya Gilmore

ALABAMA EXPORT RAILROAD, INC.

By:_____

TITLE: President & CEO

DATE: August 3, 2023

ATTEST:

By:_____

City Clerk

CITY OF MOBILE, ALABAMA

By:_____

William S. Stimpson, Mayor

DATE:_____

\\Citylawsrv\cycom\WPDocs\D007\P005\00117001.docx

09-962 **2023**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $44,265.04 be transferred from Capital Project #C0049 Engineering, ROW, and Testing in the Capital Improvements Fund (Fund 2000); to Capital Project#C0885 Michigan Ave Crossing. These funds are consolidated in an effort to improve the Michigan Ave railroad grade crossing.

ADOPTED: SEP 05 2023

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

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 49 Ford F150 Responder Supercrew pickup trucks for MPD.
Fleet capital

Amount of Contract:

$1,982,197.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230906 Stivers Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14536	2023	(F7000) MOTOR POOL	49 FORD F150 RESPONDER SUPERCREW PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	$1,982,197.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014536-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR			
001	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340.00 EACH. PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2	49.00 EACH	40453.00000	1982197.00
	Additional Description Notes --- FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR.			

Bill To	Requisition 00014536-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: SEAN CLARK
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	REQUESTED BY POLICE DEPT.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			1982197.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1982197.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	1982197.00	117923.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1982197.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

Bill To	Requisition 00014536-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: SEAN CLARK
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	08/31/23	JOHN PAINE	GL Allocation changed
Approved	08/30/23	CHARLES SUMRALL	
Approved	09/01/23	CHARLES SUMRALL	Approve Spec
Approved	08/31/23	SHONNDA SMITH	
Approved	08/31/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/31/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/31/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/01/23	SHONNDA SMITH	
Approved	09/01/23	JAMES DELAPP	Auto approved by: 910518244
Approved	09/01/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/01/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/01/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/01/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/01/23	JOHN PAINE	
Approved	09/01/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Print Close

Contract Header

Contract
Ford Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003121

Linked Solicitation
Ford Law Enforcement T191L - Bid -

Sourcing Number
SRC0000007867

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/13/2022

End Date
6/13/2024

Documents

- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_ Stivers LE.pdf
- Updated_Ford_L_E-_T191L_All_T___C-__5-23-22 (3).pdf
- Updated Ford L E Lines T191L 8-17-22.pdf
- Updated Ford L E Lines T191L 5-23-22.pdf
- Master_Agreement_V2.pdf

Items

Item Name	Product Code		UOM
Ford Police Interceptor Utility	220000003121-1	38,320.00	Each
Ford F150 Police Responder	220000003121-2	39,429.00	Each
Ford Expedition SSV	220000003121-4	48,445.00	Each
Ford Expedition Max SSV	220000003121-5	51,359.00	Each
Ford Transit PTV	220000003121-6	42,090.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD

Print Close

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one garbage truck with New Way side load body on Autocar chassis.
Fleet capital

Amount of Contract:

$352,156.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230906 Sansom Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14549	2023	(F7000) MOTOR POOL	GARBAGE TRUCK WITH NEW WAY SIDE LOAD BODY ON AUTOCAR CHASSIS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$352,156.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014549-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2023 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY ASL BODY. SA PER SOURCEWELL CONTRACT 091219 AND YOUR QUOTE SECQ6596 DATED 8-31-2023	1.00 EACH	352156.00000	352156.00

Additional Description Notes

2023 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY BODY. REQUESTED BY 2090 SANITATION.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 352156.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 352156.00

Bill To	Requisition 00014549-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	352156.00	778358.42

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	352156.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/30/23	CHARLES SUMRALL	Approve Spec
Approved	08/30/23	SHONNDA SMITH	
Approved	08/30/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/30/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/30/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/01/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/01/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/01/23	JOHN PAINE	
Approved	09/01/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Scranton Manufacturing

Waste & Recycling Vehicles

#091219-NWY
Maturity Date: 11/15/2023
Website: scrantonmfg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 091219-NWY gives access to the following types of goods and services:

- Mammoth front loader
- Mammoth Western series front loader
- King Cobra rear loader
- Cobra Magnum rear loader
- Cobra rear loader
- Viper rear loader
- Diamondback rear loader
- Sidewinder XTR automated side loader
- Roto Pac automated side loader
- Cobra split-body rear loader

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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New Way #091219-NWY

Pricing provided for contract # 091219-NWY includes a 4 % discount off MSRP to Sourcewell participating agencies.

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Scranton Manufacturing Company/New Way Trucks,** 101 State Street Scranton, IA 51462(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/11/2019 | 4:15 PM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:40 PM CST

Scranton Manufacturing Company/
New Way Trucks

DocuSigned by:
By:
AC537C12014541C...
Don Ross
Title: Vice President od Sales and Marketing

Date: 11/21/2019 | 4:06 PM CST

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RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday July 11, 2019 11:28:13
Submitted On:	Thursday September 12, 2019 16:03:12
Submitted By:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Transaction #:	bb987cd9-c812-4f9a-990d-2071bf6a773d
Submitter's IP Address:	66.43.199.59

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Scranton Manufacturing Company/New Way Trucks	*
2	Proposer Address:	101 State Street, Scranton, Iowa 51462	*
3	Proposer website address:	newwaytrucks.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Geeslin, Director of Sales for New Way FleetForce, 101 State Street, Scranton, IA 51462, jgeeslin@newwayfleetforce.com, 715.321.6048	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held mobile refuse collection vehicle manufacturer in the nation. New Way Trucks is the fastest-growing company in the $80 billion solid waste industry and has been family-owned for more than 45 years. Throughout our existence, we have been committed to innovation, safety, quality, and customer satisfaction. Midwest values drive everything we do, and our people are our most valuable asset. When asked about why and how our company has grown, McLaughlin Family Companies founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, attributes the company's continued success to the 4 P's: Principles, People, Products, and Persistence. Since the very beginning, New Way's business plan has been based on growth and expansion. We have experienced exponential year-over-year growth in each of the last 10 years, and in 2015 we added a 56,000 square foot manufacturing addition. In 2018 a $3 million investment in computerized fabrication equipment and robotics continued that expansion and today our manufacturing space exceeds 400,000 square feet under roof in central Iowa with joint venture manufacturing projects throughout North America. We are proud to offer the widest lineup of refuse collection equipment of any manufacturer in the industry. Our full line of affordable refuse equipment includes front loaders, rear loaders, satellite bodies, recycling bodies, side loaders, and automated side loaders in sizes ranging from 6 to 43 yards. We also offer Compressed Natural Gas (CNG) fueling integration on all of our models, which results in a cleaner burning vehicle that lowers exhaust emissions and utilizes a domestic fuel source. We are also proud to boast the nation's largest Dealer Network with 36 dealers and 83 separate locations that provide service to all 50 states. In Canada, our Dealer Network includes five privately-owned dealerships and 13 locations covering all of Canada. New Way's Dealer Network also includes 11 additional locations across the globe. Due to our extensive Dealer Network, New Way Trucks are on the ground in five of the world's seven continents. Our small-town Iowa location in America's heartland still holds dear our family values and a hard work ethic that has been passed down through generations. Pair this work ethic and dedication to the job with the ability to innovate and the willingness to learn, and you'll see why New Way is able to produce such cutting edge, high quality products. Through continually investing in training and educational opportunities for all employees, we are proud to maintain a focus on research, remaining adaptable, and drive customer value in order to meet the specific needs of our end-users.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	New Way Trucks offers the widest product lineup of refuse collection equipment in the industry. Our Mammoth front end load (FEL) models come in both standard and west-coast lightweight designs. Our rear end load (REL) models: the Diamondback, Viper, Cobra, Cobra High Compaction, and King Cobra range in size from 6 to 32 cubic yards for both residential and commercial collection applications. In addition, we offer the strongest and most durable automated side load (ASL) mobile refuse collection vehicle on the market, the Sidewinder, and our Mamba Satellite Side Loader completes the lineup. New Way is also the exclusive dealer for RotoPAC, the world's first auger-driven automated side loader.	

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All of our mobile refuse collection vehicles are available to be rented through our New Way FleetForce program - the only direct-from-manufacturer rental company in the industry. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multi-year rental contract. New Way FleetForce maintains a rental fleet of the newest and most productive waste collection vehicles and has the volume to meet Members' various needs and delivery requirements. In most cases, delivery can happen immediately. Since our FleetForce mobile refuse collection vehicles are built and distributed like any other of our New Way products, Members are guaranteed factory-trained support through our nationally-renowned Dealer Network.

Front Loaders

The New Way Mammoth is known for its superior strength and front-load durability. Designed with one-piece, curved shell body side construction for superior strength and a streamlined appearance, the New Way Mammoth Front-End Loader comes equipped with the strongest steel specifications in the waste industry. In addition, heavy-duty, single-piece constructed arms, torque tube assembly, and Pack-on-the-Go features maximize route and labor efficiency.

Standard features on the Mammoth front-loader mobile refuse collection vehicle include a 4-split bearing block with bronze bushings and an easy adjust deceleration valve, giving the operator control of the arm's return to the vehicle body. Two safety cameras come standard on this series; one affording the operator a view into the hopper and another to assist in reverse. This front loader also boasts the largest clean-out doors and sump in the industry. Combined, these two features set the standard for ease of access and the clean out of trash trapped behind the packing blade. As with all New Way Trucks mobile refuse collection vehicles, the Mammoth comes standard with a two-year cylinder warranty.

No other front-load mobile refuse collection vehicle on the market can offer the ease of use and maintenance, superior strength, durability, and product support of a New Way Mammoth Front Loader.

The New Way Mammoth Western Series is a lighter front-end-loader with mammoth strength. There is no need to sacrifice power in a front-load mobile refuse collection vehicle when a lighter weight matters. The Western Series Mammoth Front Loader is over 10 percent lighter than the Mammoth, while boasting the same superior strength and capacity that all New Way Trucks are known for. Weighing in at just 16,100 to 17,300 pounds, the Western Series Mammoth maintains an impressive 34 to 40 cubic yard hopper capacity and a packer cycle time of only 25 seconds.

This front-loader was designed to be compliant with DOT weight regulations in many areas, which we accomplished with lighter weight, high-tensile steels. This results in a mobile refuse collection vehicle with superior strength at a reduced overall body weight that is compliant with coastal states' regulations.

Customization of the Western Series Mammoth to accommodate 2 to 4 cubic yard bins is easy with smaller hydraulic cylinder sizes. This front loader still offers an incredible 8,000 pounds of lift in the single-piece arm, but when less strength is required for smaller bins, customers can also select a 6,000 pound hydraulic cylinder option.

Each Western Series Mammoth front loader's standard equipment includes high-tensile steel, heavy-duty single-piece arms, torque tube assembly, two safety cameras: one for operator viewing of the hopper and another for backing up, and the largest clean-out doors and sump in the industry. New Way Trucks also includes a two-year hydraulic cylinder warranty on all mobile refuse collection vehicles.

Overall, the Western Series Mammoth front-loader offers brute force and superior strength and stamina, all while being weight-log compliant for more stringent Department of Transportation regulations.

Rear Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction. The design of this heavy-duty mobile refuse collection vehicle sets the bar in the refuse industry, putting it at the top of the industry's food chain. The King Cobra is the unequivocal leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Member's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. The

Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition is able to achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact approximately 1,000+ pounds per cubic yard.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's product line is the Cobra High Compaction 25 yard rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is made simple and easy with the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hits the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000 pound weight (for the standard 25-yard model), and a 21-23 second cycle time.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader with full-sized compaction. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 20 cubic yard body. With a compaction rate of up to 1,000 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles can do.

Add in the Cobra's large 3 cubic yard hopper - available in 9 to 25 cubic yard capacities - on a single-axle chassis, externally-mounted hydraulic cylinders for easy maintenance, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mobile refuse collection vehicle industry.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance. It is one of the most popular mid-compaction rear loader bodies on the market today. Larger capacity Viper units are excellent for both residential and commercial work.

New Way's engineering team has increased safety and added value with a design that moves the hydraulic cylinders and the operating valve to the outside of the vehicle's body. This creates a straight line between levers and control rods, making maintenance quick and easy. The operator valve placement eliminates the need to reach into the vehicle body, increasing operator safety.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this venomous rear loader is sure to paralyze the competition.

The New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load mobile refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of approximately 800 pounds per cubic yard in the standard unit and up to approximately 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service residential park collection routes, the Diamondback mobile refuse collection vehicle is the answer. It is available in 6 or 8 cubic yard body capacities, and is adaptable to all residential cart tippers.
The Diamondback is lethal to the competition as it comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side Loaders

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a faster compaction rate unrivaled by any other side-load mobile refuse collection vehicle on the market and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident.

		Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the competition. The New Way RotoPAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our RotoPAC. Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first mobile refuse collection vehicle in the world that works equally well with municipal solid waste as it does with organic refuse collection, the dual-purpose RotoPAC is designed for operational flexibility. The RotoPAC's self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension. Add to that a 27 cubic yard body, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most innovative, adaptable, and futuristic mobile refuse collection vehicle available on the market today. The RotoPAC is available in sizes ranging from 14 to 27 cubic yards. Satellite Side Loader The New Way Mamba is a fiercely-fast and agile side loader. This satellite side loader slithers its way into residential refuse collection routes that other mobile refuse collection vehicles cannot and provides the freedom to load from either side of the vehicle. With its slender body construction, the Mamba plays a vital role and has the ability to transfer compacted materials to larger rear loaders. Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Members the ability to customize a side-loader machine that is sure to strike fear into the competition.	
9	What are your company's expectations in the event of an award?	In the event of an awarded contract, members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. The remainder of our organization will be subsequently trained, and updated procedures will be quickly disseminated to our Regional Sales Managers (RSMs) and onward to our Dealer Network. New, discounted pricing will become valid immediately to Members and our new turnkey solution will be quickly implemented. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Members with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of the McLaughlin Family Companies, a rapidly expanding central-Iowa based group of companies focused on refuse, recycling, and veterinary equipment manufacturing and retail product distribution for new and used automobiles and automotive products. The company has consistently experienced annual double-digit growth, and now employs nearly 550 people in Central Iowa. This growth is expected to continue as the company is committed to expanding manufacturing capacity to meet an ever-growing demand for its product line. On average, New Way has experienced a 20 percent per year growth on orders received and units built over the past three years.	*
11	What is your US market share for the solutions that you are proposing?	New Way Trucks holds an approximate 15 percent market share in the US for mobile refuse equipment. Our Dealer Network lays the cornerstone for our entire organization, covering every state in the nation and all of Canada. Although Sourewell focuses on the USA and Canada, New Way also has a global presence through our international Dealer Network, with our equipment currently on five of seven of the world's continents.	*
12	What is your Canadian market share, if any?	According to our best estimates, New Way currently has a 20 percent market share in Canada. Canada is also home to our RotoPAC manufacturing operation. With 5 dealerships in 13 locations covering the entirety of Canada, our presence in Canada is poised to expand.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held manufacturer of refuse equipment in North America and rank in the top 3 of all manufacturers of our type.	*

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Both New Way's sales force and Dealer Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted dealers and their representatives are employees of their respective dealerships. Domestically, the New Way Dealer network is made up of 36 privately owned dealerships with 83 separate locations across the United States. In Canada, our Dealer Network is five dealerships strong and spans 13 locations. This North American network includes hundreds of employees dedicated to showcasing the New Way brand. To support its customers and extensive Dealer Network, New Way Trucks has a broad sales, marketing, and service organization made up of New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct dealer and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and dealers. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both dealers and end-users. Field Service teams provide on-site technical support and training to our end users and Dealer Network. New Way certified field service technicians are available to Members. These field service technicians provide service and support at Dealer and Member locations to assist with any maintenance needs that arise. The New Way Dealer Network is the first line of defense for any parts or service issue. Each dealer maintains an inventory of stock parts and a team of service technicians are available to support Members when necessary.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. New Way is also actively involved with the NWRA including holding senior-level board seats on both the 10-person Board of Trustees and the 11-seat Supplier Board of Governors. In addition, our manufacturing facility is certified by the Occupational, Safety, and Health Administration (OSHA).	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Mobile Refuse Collection Vehicle Rental Program: New Way is a diversified provider of municipal equipment. As part of New Way's offering, we also provide rental options through New Way FleetForce - the only direct-from-manufacturer rental operation in the industry. New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way Truck. Work Ready Vehicle Program: The New Way Trucks Work Ready Vehicle Program is designed to meet Members' immediate needs for solid waste collection vehicles. New Way regularly builds standard, well-equipped vehicles that provide immediate solutions for Members that desire quicker turnarounds.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is extremely active in the North American solid waste industry and has been recognized by both the NWRA and Solid Waste Association of North America (SWANA) throughout the years. As mentioned in item seven, our founder, John McLaughlin is a member of the NWRA Hall of Fame. 2019 NWRA member of the year Don Ross, New Way Vice President of Sales & Marketing. Though it falls outside of the suggested 5-year window, Don is also the recipient of the 2008 Solid Waste Association of North America (SWANA) Distinguished Service Award. 2018 Waste360 40 under 40 Johnathon McLaughlin, New Way Executive Vice President 2017 NWRA member of the year Mike McLaughlin, New Way Chief Executive Officer 2016 SWANA Collection & Transfer Technical Division Director, Don Ross, New Way VP of Sales & Marketing	*
19	What percentage of your sales are to the governmental sector in the past three years	New Way Trucks serves both the private and public sectors of the industry, however the majority of our customers are government entities. In the past three years alone nearly 60 percent of New Way sales were to the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Less than five percent of New Way sales is currently to the education sector, however New Way is proud to list a number of major universities as customers. This list includes Harvard University, Pennsylvania State University - University Park, The University of Missouri at Columbia, Bucknell University, The University of Minnesota - Twin Cities, Iowa State University, The George Washington University (DC), Georgia State University, and The Ohio State University. A number of other educational institutions are New Way customers, including the Jurupa Unified School District (CA), Long Island Unified (NY), San Ramon Valley Unified School District (CA), Atascadero Unified School District (CA), and the Long Beach Unified School District (CA), to name just a few.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way currently holds a contract with the Houston-Galveston Area Cooperative, however sales via this cooperative account for less than one percent of annual total units sold.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by our dealer, Maryland Industrial Trucks. Through this contract New Way equips military bases around the globe with refuse collection equipment. Sales via this contract have accounted for less than five percent of annual total units sold.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, California (Sourcewell Member #18730)	Hector Barron - Public Works Director	916-808-8300	*
City of Danville, Illinois (Sourcewell Member #2185)	Carl J. Carpenter - Director of Public Works	217-431-2287	*
Emerald Coast Utilities Authority (Sourcewell Member #19660)	Randy Rudd - Director of Shared Services	850-698-4676	*
City of Greenville, South Carolina (Sourcewell Member #4052)	Dave Derrick - Assistant Director of Public Works	864-467-4345	
City of Savannah, Georgia (Sourcewell Member #28141)	John Sawyer - Public Works Director	912-651-4241	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Sacramento, California	Government	California - CA	The City of Sacramento's Recycling and Solid Waste department has been a regular and consistent New Way customer for many years. California's capital city provides waste collection services to more than 128,000 residential customers, and New Way Trucks are trusted with the collection and disposal of all refuse and recycling materials.	New Way has built 49 mobile refuse collection vehicles for the City of Sacramento over the past 3 years, with 16 more currently on order. Our relationship goes back further than that, as there are dozens more New Way Trucks in the City's fleet.	$7,966.496.98	*

City of Kansas City, Missouri	Government	Missouri - MO	A relatively new Sourcewell Member, Kansas City is one of the fastest-growing and dynamic municipalities in the Midwest. As a result of recently privatizing collection efforts, the city provides one of the most cost-effective trash and recycling collection services in the nation. Residents of Kansas City are not charged a monthly fee for trash collection service, but rather the service is funded from general tax dollars. Currently, Kansas City's Public Works Department is evaluating its current solid waste management process and is developing a Long-Term Solid Waste Strategic Management Plan, a plan that New Way is honored to be included in.	The city of Kansas City, Missouri's most recent New Way order was for 30 units.	$2,047,314
City of Greenville, South Carolina	Government	South Carolina - SC	The Garbage & Recycling division of the City of Greenville, South Carolina uses New Way Trucks for the collection and disposal of residential solid waste. New Way Trucks contributed to the city's Fleet Services Division earning a #11 ranking on the NAFA Fleet Management Association's 2017 Top 100 list.	The City of Greenville's most recent New Way order was for 5 mobile refuse collection vehicles. Like many of our valued municipal partners, Greenville is a repeat customer.	$1,202,697.90
Emerald Coast Utilities Authority (ECUA)	Government	Florida - FL	Among other services, the Emerald Coast Utilities Authority provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of Escambia County, Florida. New Way is proud to have provided mobile refuse collection equipment to Florida's oldest county in an effort to keep a beautiful area of the country in pristine condition.	ECUA has bought 8 New Way Trucks within the past year, bringing the number of New Way mobile refuse collection vehicles in their fleet to an even 20. Through discussions with ECUA leadership, we are expecting orders anywhere from thirty to forty vehicles in the near future. Ten are on order currently, with more purchases programmed for 2020.	$1,113,729.40
City of Savannah, Georgia	Government	Georgia - GA	The City of Savannah's Department of Refuse Disposal provides solid waste processing and disposal services for all City departments, Savannah residents, and paid subscribers residing in the unincorporated areas of Chatham County, Georgia. Savannah has been a national leader in handling waste in the management-by-component approach in which different types of waste have different handling characteristics and are re-used, recycled, processed, or disposed of accordingly. New Way is lucky to have been part of such an innovative approach to managing municipal solid waste.	Yet another repeat customer, the City of Savannah's latest order was for 6 New Way Trucks. With over 50 New Way Trucks in the City's fleet, we are glad to have played a part in keeping one of the nation's most picturesque cities beautiful for so many years.	$519,650.52

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	New Way is proud to employ 10 Regional Sales Managers (RSMs) that cover all of the North American continent. Our RSMs are strategically located within their territories to provide immediate response to customer inquiries. New Way proudly boasts the largest sales team of any refuse equipment manufacturer in North America. Our RSMs are supported by three sales assistant, a sales order supervisor, and two marketing specialists located at our primary manufacturing facility.	*
26	Dealer network or other distribution methods.	New Way's Dealer Network is the cornerstone of the entire organization. Our expansive Dealer Network is able to service every state in the United States and all of Canada. Our 36 U.S. dealers have 83 locations throughout the country, and our 5 Canadian dealers have 13 locations throughout Canada.	*
27	Service force.	New Way supports our dealer service programs with both factory-based and field service teams. Along with an extensive parts department, our factory-based service department operates like a call center by providing technical support to our dealers' service departments as well as our end users. New Way's four field service representatives are regionally located in Florida, Arizona, Missouri, and Iowa to provide on-site technical support for critical out-of-service issues and to support our factory-based service team with on-ground intelligence. Additionally, most dealers have their own service programs and provide field service support to customers. The New Way Parts Department - centrally located in Carroll, Iowa, has 3 knowledgeable call center support staff, 1 Internet salesperson, and 5 Shipping and receiving personnel to handle any replacement parts needs for Members in an efficient, professional, and timely manner. We have the ability to ship parts anywhere in the world with our logistics partnerships. Due to our close relationship with New Way's production plant, lead times for uncommon parts are very low. Our Dealer Network is the first line of defense for any parts and services inquiries. Each of our dealers currently stock parts and have several service technicians immediately available to provide assistance where needed.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way's service department is led by an experienced service manager and has two in-house service technicians and four field service technicians. Our two in-house technicians are always available by phone, so our response time is usually immediate. Our field service technicians are also available by phone but much of the time are on-site at customer or dealer locations as needed. In addition, the New Way controls, hydraulic and mechanical engineering teams are also available to assist the service team. To assure customer satisfaction each New Way service team member takes full ownership of each call and visit following up to complete resolution. Our parts department is able to provide immediate response to our customers' needs. New Way constantly works with our dealer support network to provide timely customer service out in the field as well. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. If a dealer doesn't have a part in stock, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight. New Way's direct rental company, New Way FleetForce, is able to provide pre-positioned rental vehicles across the nation. Rental vehicles are also available for both long and short-term rentals for contract changes, seasonal leaf collection, emergency clean-up and disaster recovery, and other short or long-term refuse collection projects. Because New Way FleetForce rentals are immediately available, they are ideally suited to aid in natural disaster recovery operations. New Way Trucks have aided with storm clean-up efforts in both the Houston area following Hurricane Harvey and in Puerto Rico following Hurricane Maria.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	New Way has mobile refuse collection vehicles in all 50 states, and is well-equipped to provide refuse equipment solutions to every state in the country. There is nowhere that we won't service nationwide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Through our national presence and extensive dealer network, New Way Trucks is able to serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any US Territories. New Way vehicles are currently in service throughout Alaska, Hawaii, and all US Territories.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and will continue to be a key feature in the entire New Way sales and marketing program. New Way dedicates a page on our website - newwaytrucks.com/sourcewell - to our partnership with Sourcewell. For the past five years, New Way has included the NJPA/Sourcewell contract information in all of its marketing efforts including a logo on all of our product brochures, in all dealer communication including electronic newsletters, and at all events and conferences. We have also partnered with Sourcewell staff to present the benefits of being a Sourcewell Member at the New Way semi-annual dealer summit event. Additionally, New Way will continue to participate in Nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Dealer Network - which all focus on our products and partnership with Sourcewell. Attached for your review are samples of our marketing materials. Product literature is available for all New Way products.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way is an industry leader in social media strategy & digital media execution. Our official accounts have over 3,700 page likes on Facebook, 500+ twitter followers, 250+ YouTube subscribers, and 1,000+ instagram followers. New Way Trucks is also an industry leader in online presence, as our advanced and comprehensive website has averaged over 12,750 pageviews every month throughout the last calendar year. Within the site is a password-protected dealer portal - a great resource for product specifications, company news, publicly available dealer contact information, and Sourcewell pricing and contract information for dealer use. Our on-site Research & Development Department is constantly striving to make data-driven decisions to improve the refuse bodies we manufacture. In turn, these product updates are marketed through both traditional and digital means.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long term partnership between well-respected organizations. This partnership is made stronger by the participation of its members and engagement of its vendors and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. A vendor such as New Way needs Sourcewell to connect us to its members while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading vendors it selects, and the ease of use of its program. At the same time, a vendor such as New Way, with its large North American footprint, vast dealer network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all of its sales and marketing channels, as it does today. New Way Trucks highly values Sourcewell's continued participation in our semi-annual dealer summit and training programs that bring together and support Members and Vendors. Sourcewell is already a large part of the sales process at New Way Trucks. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Dealers are very well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our mobile refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process.	*

Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As mentioned previously, New Way regularly hosts Dealer Summits and nationwide training events aimed at informing and educating both our Dealer Network and Members on how to best care for our New Way Trucks. We also host and broadcast at-factory service events and vehicle updates. We'll even go out to a Member location and train them on the product during time-of-sale and throughout the product life cycle. We proactively train members to show how a New Way solution will work better for them than their current product. To do this effectively, we always have a fleet of new demo vehicles across the United States and Canada available for demonstration to Members. In addition to our regional and at-factory sessions, New Way provides standard on-site delivery maintenance training to the Member through our Dealer Network.	*

37	Describe any technological advances that your proposed products or services offer.	New Way is constantly innovating, and technological advances are too numerous to list. However, two significant advances include the following: Introduced 6 years ago, the New Way RotoPAC is the first auger-driven organics collection vehicle in North America. It is also the first mobile refuse collection vehicle that works equally as well with municipal solid waste as it does with organic refuse collection. Additionally, it is the first mobile compactor to offer 23,000 pounds of torque in a screw-type auger. In early 2018, New Way teamed with BYD - an international leader in battery-electric automobiles - to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in Seattle, Washington. We are proud to have aided in developing the most advanced mobile refuse collection vehicles in the world and to have played such a major part in effecting positive, sustainable change. New Way Trucks is currently working with BYD on other 100 percent battery-electric configurations, including a fully-automated side load mobile refuse collection vehicle. New Way's latest body features are designed to make routine service easier than ever. To keep vehicles running in top form, periodic maintenance is required, and our 20-person engineering department is making that easier through thoughtful design.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aside from offering a compressed natural gas fueling system on any of our product models, resulting in cleaner emissions, New Way participates in other environmentally-friendly initiatives at our manufacturing facility. We monitor stormwater on an annual basis. We also participate in a filter program with a local landfill to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally-responsible manner. Finally, the air quality in our factory is tested twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Alternative fuels continue to be a focus. That's why New Way incorporates fuel delivery systems into our truck bodies. Additionally, New Way teamed with BYD - an international leader in battery-electric automobiles - in early 2018 to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. More than 25 percent of all New Way mobile refuse collection vehicles are built to be fueled with compressed natural gas. Cleaner emissions, fuel savings, and whisper quiet operation are just a few reasons why so many of our clients are opting to make the transition to mobile refuse collection vehicles fueled by Compressed Natural Gas. CNG systems are available on most New Way models, and we continue to work with fuel providers to make the waste industry more environmentally friendly.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. However, New Way supports the National Waste & Recycling Association women's council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans. Southern Sewer Equipment Sales, one of our New Way Dealers in Florida, is a 51 percent female owned, state-certified MBE. It is also certified by several cities and counties with certification pending in others. Envirotech Equipment Company, our New Way Dealer for the state of Wisconsin, is a certified woman-owned business located in Lannon, Wisconsin. Guthrie Sales & Service, our New Way Dealer that serves northwest New York State, was founded in 2015 and is currently woman-owned.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealer Network New Way Trucks is an industry leader unlike other mobile refuse collection vehicle manufacturers in many ways. Most importantly, we've got the strongest and most well-respected Dealer Network in the industry. We're also proud to boast the widest, and continually expanding, product lineup in the mobile refuse collection vehicle manufacturing industry. Additionally, New Way is home to the only direct-from-manufacturer rental company, New Way FleetForce, in the industry. Our competitors use third parties to rent and lease their vehicles. Customization New Way Trucks believes that all solid waste is local and although waste collection may be similar in different areas of the country, it takes on its own unique character, depending on where it occurs. As a result, each New Way Truck takes on its own unique personality and is customized for that specific local waste collection need. As the largest privately-held manufacturer of refuse bodies in North America, we are proud to offer the most customizable bodies available on the market today. 90 percent of our mobile refuse collection vehicles leave our manufacturing facilities specially customized for our valued customers. We are also the fastest-growing company - public or private - in the entire solid waste industry. New Way Trucks was the first North American refuse manufacturer in China and was a vital part of the 2008 Beijing Olympics, where more than 270 New Way Trucks were used to service one of the largest international sporting events in the world. Local Partner - Global Reach We have the ability to ship parts anywhere in the world with our logistics partnerships. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. In the rare case of a dealer being out of a stock part, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Through our 5 dealer partners across 13 locations in the country, New Way is proud to offer all our mobile refuse collection vehicles and service capabilities to Canada in its entirety.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Dealer for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Members will register their New Way warranty cards. This process is handled via an easy online form that a Member's local New Way Dealer can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: -Verify warranty eligibility of the machine to be serviced per previous sections -Diagnose the problem to determine that the service is warrantable -Ensure that the parts necessary to perform the repair are available -Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized dealer unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized dealer or their designated service center.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The OEM is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair cost may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: -Arms (front loaders and side loaders) -Packer or Eject Panel -Tailgate -Electrical components -Factory installed aftermarket parts (see section IV.a of attached warranty statement) -Hydraulic components not including cylinders (see section IV.d of attached warranty statement) -Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
48	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	New Way offers a number of financing options, including Sourcewell's National Cooperative Partner program. Leasing through New Way FleetForce - As part of New Way's offering, we also provide rental options through New Way FleetForce. As the only direct-from-manufacturer refuse hauler renter in the industry, New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. This includes our full line of Front Loaders, Rear Loaders, Automated Side Loaders, and our Satellite Side Loader. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way product. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multiple years-long rental contract. Through maintaining a rental offering of the newest and most productive waste collection vehicles, New Way FleetForce has the volume to meet Members various needs and can coordinate the delivery rental units directly to Members in a timely manner. In most cases, delivery can happen immediately. Rentals are a desirable option for many haulers and especially for Members that represent municipalities. Leasing allows Members to: -Easily begin a new collection route due to annexation without the typical up-front investment of purchasing. -Start a new route or relationship without the possible strain on cash flow. -Quickly replace a fleet unit that goes down unexpectedly or is out of service. -Manage an emergency clean-up situation where time is of the essence or a temporary expansion of service may be necessary - such as seasonal leaf and brush collection. -Take on a brand new route with a quality New Way waste collection unit after determining which model is best for the situation.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	New Way's Sourcewell order procedure has been streamlined into a simple 5-step process. 1. A Member searches the New Way website or contacts a local New Way dealer for a mobile refuse collection vehicle that meets their unique specifications. 2. The New Way Dealer visits the Sourcewell website to verify Sourcewell Membership and develops a New Way Trucks Dealer quotation to the Member's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Member for approval. 3. The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way to start production. 4. Once complete, the mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 5. The mobile refuse collection vehicle is moved to the Member's location, where the New Way Dealer conducts operator training and the Member takes delivery of its New Way mobile refuse collection vehicle.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept the P-card procurement and payment process. There is a 3% processing fee associated with all P-card purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. We will offer a four (4) percent discount off MSRP/retail price to Sourcewell Members under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Members a four (4) percent discount off its retail or list price on all of our mobile refuse collection vehicle models.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks is happy to offer negotiable volume discounts on large orders. New Way does not offer a rebate program at this time.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	New Way Trucks provides the following solutions: 1) Members have the option to purchase a chassis as a sourced good. In fact, New Way Trucks currently has over 550 chassis in stock from the top manufacturers in the industry. We are proud that our chassis inventory allows us to boast of the largest supply of ready vehicles in North America. 2) On the rare occasion that one of our work-ready chassis is not what a Member wants, we have the resources to locate the correct chassis for a Member. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Member desires at a competitive market price that is advantageous to the Member. Due to the level of customization that we provide, it may become necessary to source a ‘good’ (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all free of charge and completed prior to the Member taking delivery.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides a few delivery options to Members. The Member can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities, having the completed vehicle delivered to an authorized New Way Dealer, or having the completed vehicle delivered directly to the Member’s location. We will work with the Member during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Members.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our Alaska and Hawaii New Way Dealers have years of experience in coordinating the delivery of New Way Trucks. In order to make it as easy as possible for Members in both states, our dealers will leverage their existing freight networks to coordinate timely and competitively-priced deliveries. Similarly, for Members in Canada, our respected Canadian Dealer Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to members at a competitively-sourced cost without mark-up.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Dealer Network in the United States. To best serve our extensive Dealer Network, New Way Trucks currently has 15 trained drivers delivering our New Way products across North America and also employs the best drive-away delivery companies as needed.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way Trucks is providing our Dealer Network with a fixed, not-to-exceed cost below list price at a four (4) percent discount off manufacturer's suggested retail price for use nationwide and in Canada. For the purpose of this contract, all pricing is quoted in United States Dollars for both US and Canadian delivery.

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Sourcewell orders will be independently tracked as part of the overall New Way Trucks order process; Member Numbers will be verified and compared to the most recent Member list; Order pricing is then verified to ensure pricing does not exceed the current Sourcewell discount and reviewed for potential volume discounts and additional member savings; For dealer-submitted non-Sourcewell municipal, educational, or non-profit orders, New Way Trucks will review the current Member list and notify the dealer if their customer is not a Sourcewell Member; New Way Trucks will provide a quarterly report of all Sourcewell sales along with the proper administrative fees for all orders reported	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of 1.5 percent. The fee will apply to all currently-priced contract goods. The fee will not apply to non-contract priced goods such as freight, sourced goods, training, etc.	*

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will track the total number of units quoted, units sold, overall sales figures, and lead time. We will also generate and track new Sourcewell Membership sign-ups done through our Dealer Network throughout the term of the contract.	*

66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	To meet more pressing Member needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Member searches the New Way website eShowroom or contacts a New Way dealer for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Dealer verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Dealer reviews specifications with the Member and quotes price based on not-to-exceed contract pricing. 4) The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 6) The ready vehicle is then moved to the Member's location. When it arrives, the New Way Dealer conducts operator training and the Member takes delivery of its New Way work-ready refuse truck. Through New Way, we are proud to offer work-ready refuse vehicle solutions for immediate sale. Members are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Member's desires. New Way's current work-ready trucks are always in production and are constantly available. They are featured and advertised on our eShowroom website, accompanied by easy-to-read specification sheets, detailed photographs, and professionally-shot videos. This helps a Member more easily find what inventory is immediately available and ready for purchase. We also have trucks currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent trucks available for purchase as well.	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's engineers study ergonomics throughout our production process. We strive to have the safest working environment for both our employees and the end user when interacting with our mobile refuse collection vehicles. We cover all operational hazards with an exhaustive list of safety features and engineering controls, such as interlocks, guarding, signage, and recommending personal protective equipment when necessary. We also provide thorough operators manuals and require New Way Dealers to complete final walk-throughs with end users that aim to promote the safest operation of our New Way Trucks as possible. Everything we do is done with operator safety and ergonomics in mind, and we continue to take a proactive approach to safety improvements that are frankly too numerous to count. Whether it be rear-vision cameras, automatic tailgate latches, internal hydraulic cylinders to reduce external pinch-points, integrated strobe-light safety systems, safety sensors, or our largest standard riding steps in the industry, New Way Trucks leads the pack as one of the most innovative and safety-driven manufacturers for mobile refuse collection vehicle operators in the nation. Our research & development and engineering departments are constantly making improved safety integrations in an effort to keep our mobile refuse collection vehicles the safest industry-wide. As we outlined in item 15, New Way is leading the industry by having representation on all American National Standards Institute (ANSI) committees. We are also actively involved in establishing new equipment safety protocols for the refuse industry both with the help of ANSI and internally in our Research & Development department.	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Before a completed New Way Truck leaves for the purchasing entity's destination, the New Way quality department must complete a thorough internal quality inspection checklist. In addition, final product testing is required before a mobile refuse collection vehicle is shipped out to the purchaser. A standard walk-around and demonstration on initial delivery to the Member must also be completed. At all times, at least four New Way certified field technicians and trucks are available to help with uptime in the field as well. New Way is proud to provide service and inspections in the field to assure uptime and to help with any maintenance issues that may arise.	*
69	Describe how the equipment you propose simplifies the operation for end-users.	By providing the most robust product line in the industry, Members are able to get exactly what they need. New Way proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. 90 percent of the mobile refuse collection vehicles that we manufacture are customized in one way or another. Our customization options available to end-users are the most competitive in the refuse industry. Once delivered, our vehicles are ready to operate and require no additional modifications for refuse collection.	*

70	Provide examples from your product offering that are unique in the industry.	As the largest privately-held mobile refuse collection vehicle manufacturer in North America, another feature that sets New Way apart in the industry is that we offer the most robust product line available. Members are able to choose from mobile refuse collection vehicle sizes as small as 6 cubic yards to as large as 43 cubic yards. We are also receptive to our end-users' needs, as 90 percent of our vehicles leave our plant having been customized in some way, shape, or form. New Way is also home to the only direct-from-manufacturer rental company (FleetForce) in the industry. Members are not required to work through a third party for a rental mobile refuse collection vehicle. New Way Trucks also offers the RotoPAC, the first automated, auger-driven organics and municipal solid waste collection vehicle in the world. It is the most versatile collection body available today. The RotoPAC is also the first mobile compactor of its kind to offer 23,000 pounds of torque in a screw-type auger for an impressive 1,000 pounds per cubic yard compaction rate. The automated side-loader also offers the best legal payload in the industry, easily handling up to 13 tons of organic or municipal solid waste. The RotoPAC's hopper displacement also ranks 20 percent higher than any other automated side load system, at 7 cubic yards per minute. Finally, with a wheelbase 24 inches shorter than conventional side loaders, the RotoPAC is able to get you into, and out of, the tightest spaces with relative ease. The arm of our Sidewinder XTR Automated Side-Loader is the smoothest operating, most durable arm in the mobile refuse collection vehicle industry.	*
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks is proud to offer Members battery-electric options. In early 2018, we teamed with BYD - an international leader in battery-electric automobiles - to announce the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. Through our working relationship with BYD we aim to further integrate our products into the electric vehicle space to provide a better, greener, overall mobile refuse collection vehicle. Although pricing was not available at the time of this proposal, Members can expect the same four (4) percent discount as soon as it is made available. By our estimates, this will occur in the first quarter of 2020.	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols for our industry. As industry leaders, we help shape the safety innovations of the future. For example, New Way was one of the first manufacturers to make rear-vision cameras - a chief safety measure in the refuse industry - standard on our mobile refuse collection vehicles over a decade ago. The integration of a New Way body with its chassis is one of the most critical safety and performance related processes. New Way works exhaustively behind the scenes with every major truck chassis manufacturer to seamlessly integrate the body and chassis as a single refuse collection vehicle instead of simply a chassis and body like many of our competitors. The relationships between New Way and its chassis manufacturers is emblematic of the final marriage of body and chassis; that is a fully integrated, pre-engineered, fully-validated chassis and body combination. The chassis come ready for immediate mounting, with no cutting and splicing of wires, in many cases the vehicle's frame and controls are fully integrated to provide as safe of an operator experience as is available today. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Member. Additionally, integration makes operating the mobile refuse collection vehicle more ergonomic, thus increasing driver productivity and decreasing driver fatigue. All of these features combine to make drivers's jobs easier and more comfortable, which results in higher driver retention rates. Higher retention means more experienced operators that are more adept at not only keeping themselves safe, but those on the road around them as well.	*

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Sourcewell RFP Financial Strength and Stability.zip - Thursday September 12, 2019 14:25:07
- Marketing Plan/Samples - Sourcewell RFP Marketing Plan & Samples.zip - Thursday September 12, 2019 14:24:11
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Thursday September 12, 2019 14:25:49
- Pricing - NWT Sourcewell RFP 091219 Pricing.zip - Thursday September 12, 2019 15:58:21
- Additional Document - NWT Sourcewell RFP 091219 Additional Docs - Transmittal Letter and Supporting Document.zip - Thursday September 12, 2019 14:29:48

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Geeslin , Director of Sales for New Way FleetForce

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

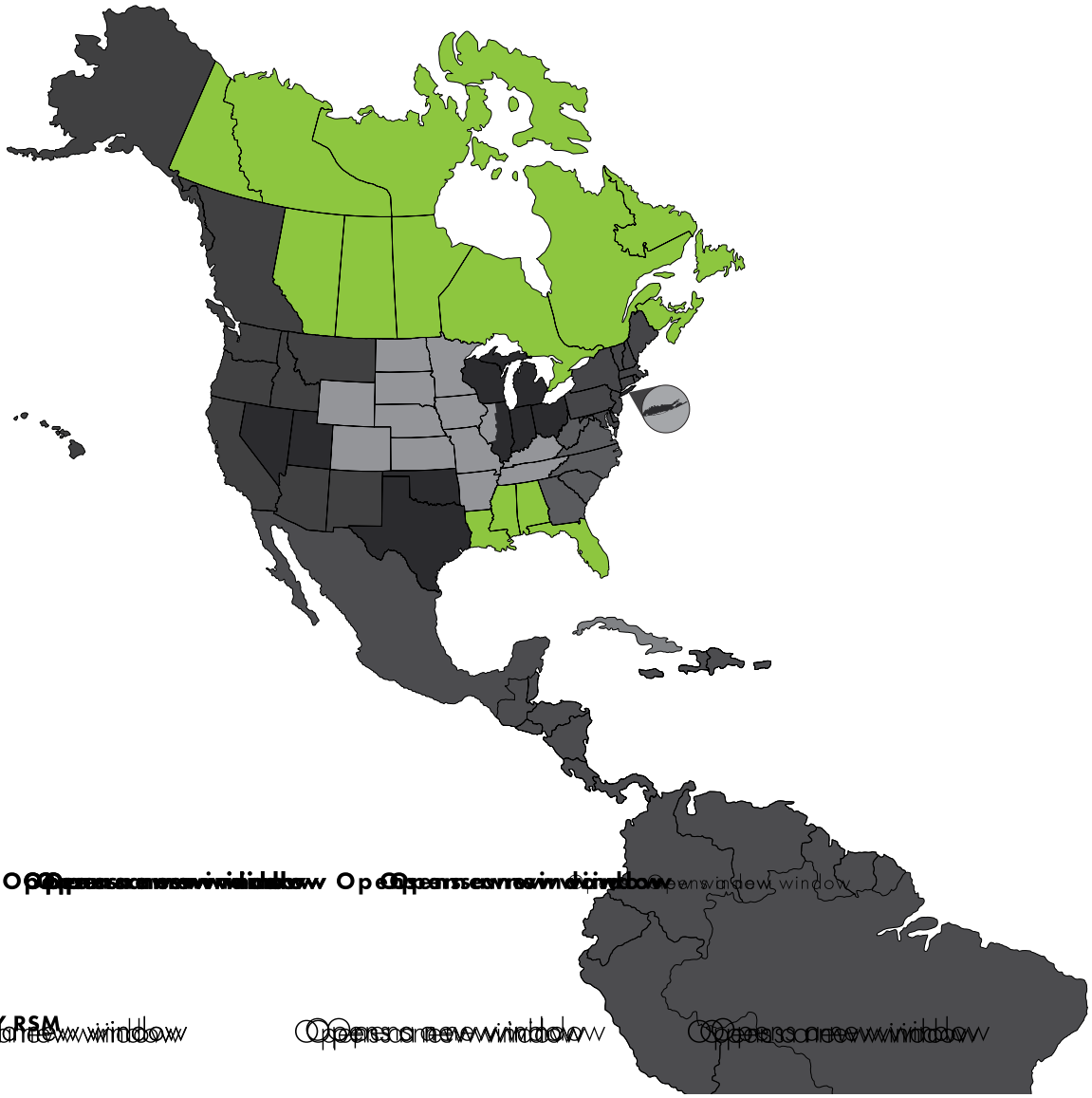
Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	☑	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	☑	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	☑	--

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UNITED STATES & CANADA NEW WAY® DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.



Jump to a State or Province

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DISTRIBUTOR		COUNTIES
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website (https://secequip.com/)		Serving all counties.
Alaska	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)	
Arizona	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)	
DISTRIBUTOR		COUNTIES
Short Equipment 2210 E Adams St Phoenix, AZ 85034 Office: (480) 999-5455 website (http://www.shortequipment.com/)		Serving all counties.
Arkansas	*To get started, contact your local New Way RSM:* SCOTT RUPIPER (tel:712.634.0064)	
DISTRIBUTOR		COUNTIES
AMERICAN Arkansas Municipal Equipment Inc (501) 425-1567 email (mailto:danielellison@yahoo.com)		Serving all counties.

DISTRIBUTOR

Ray Gaskin Service:

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Northern California Sales:
8553 Weyand Ave.
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(408) 823-3077
website
(http://www.raygaskinservice.com/)

Ruckstell California Sales Co.
(559) 233-3277
Website
(https://ruckstell.com/products/refuse-equipment/)

Serving these counties: Fresno, Kings, Tulare.

Colorado

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR

COUNTIES

Elliott Equipment
4400 East 60th Ave
Commerce City, CO 80022
(303) 853-4840
website
(https://elliottequipco.com/our-locations/?location=commerce-city-co)

Serving these counties: Adams, Brown, Bureau, Calhoun, Carroll, Cass, Fulton, Greene, Hancock, Henderson, Henry, Jersey, Jo Daviess, Knox, Logan, Macoupin, Marshall, Mason, McDonough, Menard, Mercer, Morgan, Ogle, Peoria, Pike, Putnam, Rock Island, Sangamon, Schuyler, Scott, Stark, Stephenson, Tazewell, Warren, Whiteside, Woodford.

Connecticut

To get started, contact your local New Way RSM: STAN HAINES
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COUNTIES

New England Truck Equipment
4 Barker Drive
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Office (203) 284-1677
email
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District of Columbia

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(tel:712.634.6388)

DISTRIBUTOR COUNTIES

Maryland Industrial Trucks, Inc.
1330 W. Nursery Rd.
Linthicum, MD 21090
Office:(410) 636-1255
Fax: (410) 636-5734
website
(http://www.mdindustrialtrucks.com)

Serving all counties.

Florida

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(tel:712.634.6385)

DISTRIBUTOR COUNTIES

Sansom Equipment Co.
(800) 501-0757 - Birmingham
(800) 435-3044 - Mobile
website
(https://secequip.com/)

Serving these counties: Bay, Calhoun, Esxamoia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, Washington, .

Southern Sewer Equip. Sales
3409 Industrial 27th Street
Fort Pierce, FL 34946
(800) 782-4134
website
(http://www.southernsewer.com/) | email
(mailto:info@southernsewer.com)

Serving these counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Osceola, Okeechobee, Orange, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. John, St. Luci, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla.

Georgia

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Sansom Equipment Co. 2601 South Stone Mountain Lithonia Road Stonecrest, GA 30058	Serving these counties: Baker, Calhoun, Banks, Columbia, Barrow, Bartow, Ben Hill, Berrien, Brooks, Bryan, Bulloch, Burke, Butts, Calhoun, Camden, Carroll, Catoosa, Charlton, Chatham, Chattooga, Cherokee, Clarke, Clay, Clayton, Cobb, Coffee, Colquitt, Columbia, Cook, Coweta, Crawford, Crisp, Dade, Dawson, Decatur, Dekalb, Dodge, Dooly, Douglas, Early, Echols, Effingham, Elbert, Emanuel, Evans, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Gordon, Grady, Greene, Gwinnett, Habersham, Hall, Harralson, Harris, Hart, Heard, Henry, Houston, Irwin, Jackson, Jasper, Jeff Davis, Jefferson, Jenkins, Johnson, Lamar, Laurens, Lee, Liberty, Lincoln, Long, Lowndes, Lumpkin, Macon, Madison, Marion, McDuffie, McIntosh, Meriwether, Miller, Mitchell, Monroe, Montgomery, Morgan, Murray, Muscogee, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Quitman, Rabun, Randolph, Richmond, Rockdale, Schley, Screven, Seminole, Spalding, Stephens, Stewart, Sumter, Talbot, Taliaferro, Tattnall, Taylor, Telfair, Terrell, Thomas, Towns, Troup, Union, Upson, Walker, Walton, Warren, Webster, White, Whitefield, Wilkes, Worth
Solid Waste Applied Technologies Inc. 207 Hal Averitt Blvd. Statesboro, GA 30458 Contact: JC Gillenwater Phone: (912) 549-0005 website (https://www.swattruckrepair.com/) | email (mailto:JC@SWATtruckrepair.com)	Serving these counties: Appling, Clinch, Jefferson, Taylor, Atkinson, Coffee, Jenkins, Tift, Bacon, Cook, Jones, Toombs, Baldwin, Crisp, Laner, Treutlen, Benhill, Dodge, Laurens, Turner, Berrien, Dooly, Liberty, Ware, Bibb, Echols, Long, Wayne, Bleckly, Effingham, Lowndes, Wilcox, Brantley, Emanuel, Mcintosh, Bryan, Evans, Montgomery, Bulloch, Glascock, Peach, Burke, Glynn, Pierce, Camden, Hancock, Pulaski, Candler, Houston, Putnam, Charlton, Irwin, Screven, Chatham, Jeff Davis, Tattnall
Hawaii	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)
DISTRIBUTOR	COUNTIES
Hawaii Truck Parts Sales and Services 2291 Lauwiliwili Street Kapolei, Hawaii 96707 Phone: (808) 682-6109 website (https://hawaiitruckpartssalesandservices.com/)	Serving all counties.
Idaho	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)
Illinois	
DISTRIBUTOR	COUNTIES

Phone: (563) 391-4840
(tel:5633914840)
website
(https://elliottequipco.com)

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Rantoul Truck Center
890 W. Wabash Ave.
Rantoul, IL 61866
Toll Free: (877) 898-9900
(tel:8778989900)
Phone: (217) 893-4158
(tel:2178934158)
website
(http://rantoultrucksales.com/)
| email
(mailto:sales@rantoultrucksales.com)

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

Serving these counties: Bond, Champaign, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, De Witt, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Gallaton, Hamilton, Iroquois, Jackson, Jasper, Jefferson, Lawrence, Macon, Madison, Marion, McLean, Monroe, Montgomery, Moultrie, Perry, Piatt, Randolph, Richland, Saline, Shelby, St. Clair, Vermillion, Wabash, Washington, Wayne, White, Williamson

Pyramid Equipment
211 S. Prairie St. P.O. Box 127
Rolling Prairie, IN 46371
Office: (219) 778-2591
website
(https://www.pyramidequipmentinc.com/)

To get started, contact your local New Way RSM: JOSH ISER
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Serving these counties: Boone, Cook, DeKalb, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, Livingston, McHenry, Will, Winnebago.

Indiana

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Municipal Equipment 6305 Shepherdsville Road Louisville, KY 40228 (800) 248-7590 (tel:800.248.7590) website (http://www.municipalequipmentinc.com/) | email (mailto:mequip@iglou.com)	Serving these counties: Clark, Crawford, Daviess, Dubois, Floyd, Gibson, Harrison, Jackson, Jefferson, Jennings, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Scout, Spencer, Vanderburgh, Warrick, Washington.

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FleetForce™ Rentals (/fleetforce/)
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Elliott Equipment - Davenport Branch
3100 West 76th St
Davenport, IA 52806
(563) 391-4840
website (https://elliottequipco.com/our-locations/?location=davenport-ia)

Serving all counties.

Kansas

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(tel:712.634.0064)

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COUNTIES

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(tel:8167614840)
website (https://elliottequipco.com/)

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(800) 248-7590
(tel:800.248.7590)
website (http://www.municipalequipmentinc.com/)

Serving all counties.

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Maryland

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
Maryland Industrial Trucks, Inc. 1330 W. Nursery Rd. Linthicum, MD 21090 Office: (410) 636-1255 Fax: (410) 636-5734 website (http://www.mdindustrialtrucks.com)	Serving all counties.

Massachusetts

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(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
A/J Equipment Repair Inc. 490 Centre Ave. Abington, MA 02351 Contact: Andy Winiewicz (800) 354-5623 Fax: (518) 732-4473 website (http://ajequipmentrepair.com/) | email (mailto:mailto:ajequip@aol.com)	Serving these counties: Barnstable, Bristol, Dukes, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, and Worcester.
New England Truck Equipment 4 Barker Drive Wallingford, CT 06492 Office: (203) 284-1657 email (mailto:nete1@sbcglobal.net)	Serving these counties: Franklin, Hampden, Hampshire
CES 939 Rt. 9 Schodack Landing, NY 12156 Office: (518) 732-7733 Fax: (518) 732-4473	Serving Berkshire county.

Minnesota

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(tel:712.634.0064)

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Koenig & Sons Equipment 1384 Sylvan Street St. Paul, MN 55117 Phone: (651) 769-0770 (tel:+16517690770) Toll Free: (800) 856-8738 (tel:+18008568738) website (http://www.koenigandsons.com/) | email (mailto:sales@koenigandsons.com)	Serving these counties: Aitkin, Anoka, Blue Earth, Carlton, Carver, Chisago, Cook, Dakota, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Hennepin, Houston, Isanti, Itasca, Kanabec, Koochiching, Lake, Le Sueur, McLeod, Mille Lacs, Mower, Nicolette, Olmsted, Pine, Ramsey, Rice, Scott, Sherburne, Sibley, St. Louis, Steele, Wabasha, Waseca, Washington, Winona, Wright.
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Missouri

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DISTRIBUTOR

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Montana

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(tel:712.634.6382)

Nebraska

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(tel:712.634.6388)

New Jersey

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(tel:712.634.6388)

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Contact Joe Tompkins
H. A DeHart
311 Crown Point Rd.
Thorofare, NJ 08086
Phone: (856) 845-2800
Fax: (856) 845-2461.
website
(http://www.hadehart.com)

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New Mexico

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New York

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Guthrie Sales & Service 6276 Clinton Street Rd Bergen, NY 14416 (585) 494-2600 (tel:+15854942600) website (http://www.guthriewny.com)	Serving northwest New York.

NYC Area

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Long Island Sanitation, LLC 1670 New Highway Farmingdale, NY 11735 Office: (631) 531-9292 Fax: (631) 531-9333 website (http://www.lisanitation.net)	Serving these counties: Long Island, the 5 boroughs, Westchester, Putnam, Dutchess, Rockland & Orange.

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To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

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DISTRIBUTOR	COUNTIES
Olympic Sales 650 2nd Ave. NW West Fargo, ND (701) 281-8221 (tel:7012818221) website (https://olympicsalesinc.com/) | email (mailto:greg@olympicsalesinc.com)	Serving all counties.

Ohio

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(503) 288-7447 (tel:5032887447)
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K-PAC™ Compactors & Containers (/kpac-compactors/)

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.934.6388)

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Eagle Truck Equipment Inc. 40 Pottstown Pike Chester Springs, PA 19425 Phone: (610) 458-5333 Fax: (610) 458-0696 website (http://www.eagletruckequipment.com/) | email (mailto:info@eagletruckequipment.com)	Serving these counties: Tioga, Bradford, Susquehanna, Wayne, Pike, Lycoming, Sullivan, Wyoming, Lackawanna, Clinton, Union, Snyder, Northumberland, Montour, Columbia, Luzerne, Carbon, Monroe, Schuylkill, Lebanon, Berks, Lehigh, Northampton, York, Lancaster, Chester, Delaware, Montgomery, Bucks, Philadelphia, Dauphin
1st Location A&H Equipment Company / Pittsburgh 620 W. Beaver Street Zelienople, PA 16063 Contact: Jason Kelley Phone: (412) 257-1160 Fax: (412) 257-4471	
2nd Location A&H Equipment Company / Harrisburg 1405B Hagy Way Harrisburg, PA 17110 Contact: Jason Kelley Phone: (717) 724-0310 Fax: (717) 724-0309 website (http://www.ahequipment.com) | email (mailto:sales@ahequipment.com)	Serving Western Pennsylvania

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
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A/J Equipment Repair Inc.
Contact: Andy Winiewicz
(800) 354-5623
website
(http://ajequipmentrepair.com/)

South Carolina

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES
Amick Equipment Company 227 Glassmaster Road Lexington, SC 29072 (800) 922-3795 (tel:800.922.3795) website (http://www.amickequipment.com/)	Serving all counties.

South Dakota

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)

DISTRIBUTOR	COUNTIES
Olympic Sales (701) 281-8221 website (https://olympicsalesinc.com/)	Serving all counties.

Tennessee

DISTRIBUTOR	COUNTIES
Sansom Equipment Co. 3196 Highway 231 North Shelbyville, TN 37160 Phone: (615) 696-7066 (+16156967066) website (https://secequip.com/)	*To get started, contact your local New Way RSM:* KEN BEUGGER (tel:712.634.6385) Serving these Counties: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Madison, McNiary, Obion, Shelby, Tipton, Weakley.

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Murfreesboro, TN 37129
Territory: East of Tennessee River
(858) 689-1994
tel:858.689.1884

Serving these Counties: Anderson, Bastrop, Bedford, Bledsoe, Blount, [illegible] Cheatham, Claiborne, Clay, Cocke, Davidson, Dekalb, Dickson, Fentress, [illegible] Hamblen, Hamilton, Hardeman, Jackson, Johnson, [illegible] Loudon, Macon, Marion, [illegible] Montgomery, Moore, Monroe, Morgan, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Secquatchie, Sevier, Smith, Stewart, Sullivan, Sumner, Travis, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, White, Williamson, Wilson

Front Loader (/front-loader/) Rear Loader (/automated-side-loader/)
Front Loaders (/front-loader/) Rear Loader [illegible] Loader (/automated-side-loader/)
Satellite Side Loader (/satellite-side-loader/) [illegible] Loaders (/automated-side-loader/)
Satellite Side Loader (/satellite-side-loader/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

Texas

To get started, contact your local New Way RSM: TANNER RUPIPER (tel:712.634.6389)

DISTRIBUTOR

Dickson Equipment
4525 Irving Blvd.
Dallas, TX 75247
(214) 741-6337
website
(http://www.dicksonequip.com)

COUNTIES

Serving these territories: (Northern Texas); Anderson, Andrews, Angelina, Archer, Armstrong, Bailey, Bastrop, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Lampasas, Leon, Limestone, Lipscomb, Loving, Lubbock, Lynn, Marion, Martin, McCulloch, McLennan, Midland, Mills, Mitchell, Montague, Moore, Morris, Motley, Nacogdoches, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Reagan, Red River, Roberts, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Saba, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Upshur, Upton, Van Zandt, Ward, Wheeler, Wichita, Wilbarger, Williamson, Winkler, Wise, Wood, Yoakum, Young

Serving only these Cities: The Texas municipalities of Abilene, Clyde, Copperas Cove, Dallas, Denton, Gainesville, Longview, Mesquite, Plainview, Plano, Richardson, San Saba, Trinity, Tye, University Park, Waco, and Wichita Falls.



Front Loader (/front-loader/) Rear Loader (/rear-loader/) Automated Side Loader (/automated-side-loader/)
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K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)

1st Location:

Texas Pack + Load
357 Vista Rd.
Pasadena, TX
(210) 239-2282
website
(https://www.texaspackandload.com/)

Serving these territories: (Southern Texas): Aransas, Atascosa, Austin, Bandera, Bee, Bexar, Brazoria, Brazos, Brewster, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Chambers, City of Austin, Colorado, Comal, Crockett, Culberson, De Witt, Dimmit, Duval, Edwards, El [illegible] Frio, Galveston, Gillespie, Goliad, [illegible] Hardin, Harris, Hays, Hidalgo, Hudspeth, [illegible] Jackson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lavaca, Live Oak, Llano, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Montgomery, Newton, Nueces, Orange, Pecos, Polk, Presidio, Real, Reeves, Refugio, Robertson, San Jacinto, San Patricio, Schleicher, Starr, Sutton, Terrell, Tyler, Uvalde, Val Verde, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Wilson, Zapata, Zavala

Serving these Cities: All Texas municipalities except for Abilene, Clyde, Copperas Cove, Dallas, Denton, Gainesville, Longview, Mesquite, Plainview, Plano, Richardson, San Saba, Trinity, Tye, University Park, Waco, and Wichita Falls.

Utah

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

DISTRIBUTOR

Reading Truck, formerly Semi Service
4285 W 1385 S
Salt Lake City, UT 84104
(801) 514-6178
Parts: (385) 234-0235
Contact Terry Hunt
email
(mailto:thunt@readingtruck.com)

COUNTIES

Serving all counties.

DISTRIBUTOR LOCATOR (HTTP://REFUSETRUCKS.SCRANTONMFG.COM/DEALER-LOCATOR/UNITED-STATES-CANADA.ASP)

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- Australia (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Australia)
- Bermuda (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Bermuda)
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- Costa Rica (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#CostaRica)
- Egypt (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Egypt)
- Fiji (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Fiji)
- Malaysia (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Malaysia)
- Mexico (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Mexico)
- New Zealand (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#New-Zealand)
- Papua New Guinea (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Papua-New-Guinea)
- Peru (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Peru)

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR

CEJJ Inc.
838 Rt. 9
Schodack Landing, NY 12156
Office: (518) 732-7733
Fax: (518) 732-4478

COUNTIES

Serving all counties

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR

COUNTIES

Washington

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St

Scranton, IA 51462

Phone: 712 652 3396 (tel:17126523396)

Toll Free: 800 831 1858 (tel:18008311858)

Contact Us → (/contact-us/default)

To get started, contact your local New Way RSM: DAVE SHORT (tel:712.634.6382)

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES
West Virginia 214 Virginia Street West Charleston, WV 25302 (304) 346-5301 (+13043465301) website (http://www.wvtractor.com/) | email (mailto:wvtractor@msn.com)	Serving all counties.
Wisconsin Envirotech Equipment 19570 Edgewood Dr Lannon, WI 53046 Toll Free: (800) 381-9134 (tel:8003819134) website (https://envirotechequipment.net/) | email (mailto:mark.hartjes@envirotechequipment.net)	Serving all counties.
Wyoming	Serving all counties.

NEW WAY'S REVOLUTIONARY AUGER-DRIVEN ASL

To get started, contact your local New Way RSM: JOSH ISER (tel:712.634.6384)

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)

Alberta

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
26609 111 Ave
Acheson, AB T7X 6E1
Phone: (780) 962-1218
(tel:+7809621218)

3534 48 Ave SE
Calgary, AB T2B 3L6
Phone: (403) 272-1334
(tel:4032721334)
website
(http://www.westvac.com) |
email
(mailto:westvac@westvac.com)

Serving Alberta

British Columbia

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

Manitoba

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
100, 3926 Burron Ave
Saskatoon, SK S7P 0E1
Phone: (306) 975-9400
(tel:3069759400)
website
(http://www.westvac.com)

Serving Manitoba

New Brunswick

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Serving Newfoundland and Labrador, Prince Edward Island, Nova Scotia, New Brunswick

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Serving Newfoundland and Labrador, Prince Edward Island, Nova Scotia, New Brunswick

Nova Scotia

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Serving Newfoundland and Labrador, Prince Edward Island, Nova Scotia, New Brunswick

Ontario

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

City View Specialty Vehicles
1213 Lorimar Drive
Mississauga, ON L5S 1M9
Phone: (866) 739-3956
(tel:+18667393956)
website
(https://cityviewvehicles.com/)
| email
(mailto:Inquiries@cityviewvehicles.com)

Serving Ontario

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
[illegible]

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Satellite Side Loader (/satellite-side-loader/) Serving Prince Edward Island, Nova Scotia, New Brunswick
Satellite Side Loader (/satellite-side-loader/)
Phone: 1-800-565-1723
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Alternative Fuels (/alternative-fuels/) FleetForce™ Rentals (/fleetforce/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
K-PAC™ Compactors & Containers (/kpac-compactors/)
Website
(http://www.[illegible].com/Dealers/Driveline_Truck_and_Trailer.htm)

Quebec

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Durabac Inc.
22 Milton Granby
Granby, Québec, J2J 0P2
Contact
Phone: 1-800-565-1723
website
(https://www.durabac.net/) |
email
(mailto:sales@durabac.ca)

Serving Quebec

Northwest Territories, Nunavut, Yukon

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

Saskatchewan

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
100, 3926 Burron Ave
Saskatoon, SK S7P 0E1
Phone: (306) 975-9400
(tel:3069759400)
website
(http://www.westvac.com)

Serving Saskatchewan

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REFUSE
TRUCKS

Scranton MANUFACTURING CO., INC. 50 EST. 1971 "50 YEARS OF INNOVATION"

REFUSE TRUCKS (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/REFUSE-TRUCKS/)

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Parts & Service (https://refusetrucks.scrantonmfg.com/parts-service/)

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NEW WAY Driving the Difference

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Current News (https://refusetrucks.scrantonmfg.com/news-resources/)
Archived News (https://refusetrucks.scrantonmfg.com/news-resources/archived-news.asp)

Proudly USA Made
GSA CONTRACT HOLDER

Power Of One® Autocar Partnership (https://refusetrucks.scrantonmfg.com/power-of-one/default)

Wallpapers (http://refusetrucks.scrantonmfg.com/news-resources/wallpapers.asp)

Warranty Registration (/warranty-registration/)

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DISTRIBUTOR LOCATOR (/DISTRIBUTOR-LOCATOR/UNITED-STATES-CANADA/)

United States (https://www.hgacbuy.org/)

International (/distributor-locator/international.asp)

K-PAC™ BY NEW WAY (HTTPS://WWW.KPAC-WASTECOMPACTION.COM/)

Self-Contained Compactors (https://www.kpac-wastecompaction.com/self-contained-compactors/)

Stationary Compactors (https://www.kpac-wastecompaction.com/stationary-compactors/)

Commercial Containers (https://www.kpac-wastecompaction.com/containers/)

CONTACT US (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/CONTACT-US/)

EMAIL

Send Inquiry (/contact-us/default)

PHONE

712 652 3396

TOLL FREE

800 831 1858

SOCIAL MEDIA

Facebook (https://on.fb.me/PAgHRl)

Instagram (https://bit.ly/2tUFTGF)

Twitter (https://bit.ly/1ilqD9L)

YouTube (https://bit.ly/1hpgw6a)

LinkedIn (https://bit.ly/2wxUHOz)

SOCIAL MEDIA

Facebook (https://on.fb.me/PAgHRl)

Instagram (https://bit.ly/2tUFTGF)

Twitter (https://bit.ly/1ilqD9L)

YouTube (https://bit.ly/1hpgw6a)

LinkedIn (https://bit.ly/2wxUHOz)

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

October 1, 2022

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by 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, 2023**. 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. 2021-485.

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.* Further, 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.*

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.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 18 Chevrolet Tahoe PPV SUVs for MFRD.
Fleet capital

Amount of Contract:

$900,000.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230906 Donohoo Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11970	2023	(1510) FIRE ADMINISTRATION	18 CHEVROLET TAHOE PPV SUVS FOR MFRD (NEGOTIATED PRICE QUOTE; NO BIDS RECEIVED SEALED BID 5840 – AL CODE 41-16-50(B)(4))	$900,000.00	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011970-00 FY 2023
ACCOUNTS PAYABLE	PO 23013654
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VENDOR IS QUOTING 2024 CHEVROLET TAHOE PPV. AS PER YOUR PRICE QUOTE ON 9-6-2023 WITH THE UNDERSTANDING THAT THEPRICE MAY INCREASE OR DECREASE ONCE THE OFFICAL CHEVROLET PRICING FOR THE 2024 TAHOES ARE RELEASED.	18.00 EACH	50000.00000	900000.00
	Additional Description Notes			
	2023 2 WD CHEVROLET TAHOE PPV			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			900000.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00011970-00 FY 2023
ACCOUNTS PAYABLE	PO 23013654
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			900000.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	900000.00	738441.55

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	900000.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	07/11/23	CHARLES SUMRALL	PD units
Approved	07/11/23	SHONNDA SMITH	
Approved	07/11/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/11/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/06/23	JOHN PAINE	
Approved	09/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet thisrequirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 32 Chevrolet Tahoe PPV SUVs for MPD.
Fleet capital

Amount of Contract:

$1,600,000.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230906 Donohoo2 Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14532	2023	(F7000) MOTOR POOL	32 CHEVROLET TAHOE PPV SUVS FOR MPD (NEGOTIATED PRICE QUOTE; NO BIDS RECEIVED SEALED BID 5840 – AL CODE 41-16-50(B)(4))	$1,600,000.00	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014532-00 FY 2023
ACCOUNTS PAYABLE	PO 23013655
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VENDOR IS QUOTING 2024 CHEVROLET TAHOE PPV. AS PER YOUR PRICE QUOTE ON 9-6-2023 WITH THE UNDERSTANDING THAT THEPRICE MAY INCREASE OR DECREASE ONCE THE OFFICAL CHEVROLET PRICING FOR THE 2024 TAHOES ARE RELEASED.	32.00 EACH	50000.00000	1600000.00

Additional Description Notes

2023 CHEVROLET TAHOE 4 DOOR PP SUV. WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS. REQUESTED BY POLICE DEPT.

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP01530 .VEHICLEEXP. .		1600000.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To	Requisition 00014532-00 FY 2023
ACCOUNTS PAYABLE	PO 23013655
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 1600000.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	1600000.00	117923.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1600000.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/30/23	CHARLES SUMRALL	
Approved	08/31/23	SHONNDA SMITH	
Approved	08/31/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/31/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/31/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/06/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/06/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/06/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/06/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/06/23	JOHN PAINE	
Approved	09/06/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014532-00 FY 2023
ACCOUNTS PAYABLE	PO 23013655
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

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	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

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.

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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.

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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.

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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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

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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 thisrequirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

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.

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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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Primary Arms LLC for 17 M4 89 semi-automatic rifles with mounts and suppressors for MPD.
General fund.

Amount of Contract:

$49,992.25

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230906 Primary Agenda Package POs	Cover Memo	9/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14578	2023	(1530) POLICE ADMIN SERVICES	17 M4 89 SEMI-AUTOMATIC RIFLES WITH MOUNTS AND SUPPRESSORS FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$49,992.25	(298706) PRIMARY ARMS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
Primary Arms LLC 5219 Sam Houston Pkwy E #100 Houston, TX 77047	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER BUYBOARD COOPERATIVE CONTRACT 698-23 PUBLIC SAFETY & FIREHOUSE SUPPLIES AND EQUIPMENT AND YOUR QUOTE ES-09518			
001	L9 LE SBR; M4-89; 11.5" CARBINE GAS;10.5 M89 HANDGUARD W/STEEL QD MOUNT; LFT; LCH; QUICK 90 AMBI SELECTOR; A5 SYSTEM; HUXWRX MUZZLE; B5 FURNITURE; NO FLIP UP; 3 STAINLESS STEEL MAGAZINES; SOFT CASE; LAW FOLDER GEN 3; NFA SBR ARIC M CARRIER BCG-LAW TACTICAL Additional Description Notes --- VENDOR TO PROVIDE 11.5" CARBINE GAS;10.5 M89 HANDGUARD W/STEEL QD MOUNT; LFT; LCH; QUICK 90 AMBI SELECTOR; A5 SYSTEM; HUXWRX MUZZLE; B5 FURNITURE; NO FLIP UP; 3 STAINLESS STEEL MAGAZINES; SOFT CASE; LAW FOLDER GEN 3; NFA SBR ARIC M CARRIER BCG- LAW TACTICAL	17.00 EACH	2033.00000	34561.00
1	1000.30.15.1530.1534.1530.0000.0000.44020.			34561.00

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
Primary Arms LLC 5219 Sam Houston Pkwy E #100 Houston, TX 77047	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	HUXWRX FLOW 556K SUPPRESSOR WITH QD 556 1/2X28 FLASH HIDER-BLACK FLOW 556 FH KIT (FLOW 556K FH SUPPRESOR) Additional Description Notes --- VENDOR TO PROVIDE UPC CODE 706433763559 HUXWRX FLOW 556K SUPPRESSOR WITH QD 556 1/2X28 FLASH HIDER-BLACK	17.00 EACH	893.00000	15181.00
1	1000.30.15.1530.1534.1530.0000.0000.44020.			15181.00

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	FREIGHT	1.00 EACH	250.25000	250.25
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1530.1534.1530.0000.0000.44020.			250.25
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
005	REPLACEMENT FOR ACCIDENT OR OIS GOV ONLY	17.00 EACH	0.00000	0.00
	1 1000.30.15.1530.1534.1530.0000.0000.44020.			.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	LIFETIME WARRANTY-INCLUDING WEAR	17.00 EACH	0.00000	0.00
	1 1000.30.15.1530.1534.1530.0000.0000.44020.			.00

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 49992.25

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

Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.44020.	49992.25	1077353.96
SPECIAL OPERATIONS DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	09/01/23	SANDRA LEWIS	Requisition item removed chang
Queued	09/01/23	DONALD ROSE	BIDDING
Queued	09/01/23	SANDRA LEWIS	BIDDING
Queued	09/01/23	STEVEN KRONINGER	BIDDING
Queued	09/01/23	SAMANTHA COOLEY	BIDDING
Queued	09/01/23	JOHN PAINE	BIDDING
Queued	09/01/23	MICHAEL SPAFFORD	BIDDING

Bill To	Requisition 00014578-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1534.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 6

Vendor
Primary Arms LLC
5219 Sam Houston Pkwy E #100
Houston, TX 77047

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/23	298706				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Vendor Contract Information Summary

Vendor	Primary Arms, LLC
Contact	Jasmine Johnson
Phone	713-570-0499
Email	governmentsales@primaryarms.com
Vendor Website	www.primaryarms.com
TIN	11-3837722
Address Line 1	3219 South Sam Houston Parkway East
Vendor City	Houston
Vendor Zip	77047
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Terms
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

9/1/2023 4:17 PM

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 7, 2023

Sent Via Email: governmentsales@primaryarms.com

Jasmine Johnson
Primary Arms, LLC
3219 South Sam Houston Parkway East
Houston, TX 77047

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

February 7, 2023

Sent Via Email: governmentsales@primaryarms.com

Jasmine Johnson
Primary Arms, LLC
3219 South Sam Houston Parkway East
Houston, TX 77047

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time: November 10, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 698-23

Contract Term: April 1, 2023, through March 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: February 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Primary Arms LLC.
Name of Proposing Company

11/3/2022
Date

3219 South Sam Houston Parkway East
Street Address

Signature of Authorized Company Official

Houston, Texas 77047
City, State, Zip

Jasmine Johnson
Printed Name of Authorized Company Official

713-570-0499
Telephone Number of Authorized Company Official

Government Inside Sales & Acquisition Manager
Position or Title of Authorized Company Official

713-436-9194
Fax Number of Authorized Company Official

11-3837722
Federal ID Number

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, 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.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cowin Equipment Co Inc for two Volvo tracked excavators for Public Services Maintenance.
Capital equipment.

Amount of Contract:

$442,151.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230907 cowin Agenda Package POs	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2000, 9870	2023	(F7000) MOTOR POOL	2 VOLVO TRACKED EXCAVATORS (ONE 52FT REACH AND ONE 35FT REACH) FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5827)	$442,151.00	(037501) COWIN EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002000-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	037501	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	EXCAVATOR TRACKED, LONG REACH WITH DITCH BUCKET. VENDOR TO PROVIDE VOLVO EC220EC WITH TAG HDDB 60 1.25 CU YD DITCH BUCKET. AS PER CITY OF MOBILE BID #5827 AND YOUR QUOTE	1.00 EACH	228031.00000	228031.00

Additional Description Notes

2022 OR NEWER LONG REACH EXCAVATOR. REQUESTED BY PUBLIC SERVICES MAINTENANCE.

1	2000.80.00.0000.0000.0000.0000.0000.47010.		
	E E0050 .CAPEQUIPMT. .		228031.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 228031.00

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

Bill To	Requisition 00002000-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	037501	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
E	E0050 .CAPEQUIPMT. .		228031.00	70967.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	228031.00	234154.14

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/15/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/15/22	MARC VASSALLO	
Approved	01/10/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/10/23	MARC VASSALLO	
Approved	11/16/22	BRENDA RHODES	
Approved	11/16/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/16/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/11/23	BRENDA RHODES	
Approved	01/11/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/11/23	RELYA MALLORY	Auto approved by: 910511034
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Rejected	12/28/22	JOHN PAINE	see email
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00002000-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	037501	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009870-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
COWIN EQUIPMENT CO INC P O DRAWER 29 MOBILE, AL 36601 Tel#251-680-7622 Fax 251-633-9157	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	037501	05/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	EXCAVATOR TRACKED, 35 FT REACH WITH ATTACHMENTS. VENDOR TO PROVIDE VOLVO EC220E TRACKED EXCAVATOR WITH THE FOLLOWING ATTACHMENTS: VOLVO MODEL S1GPV4 36 INCH TOOTHED BUCKET TAG MODEL S1HDDB60 WITH BOCE SMOOTH EDGE DITCH BUCKET 60" WIDE WITH 1.08 CU YD BUCKET. VOLVO MODEL S1QC BUCKET ATTACHMENT WITH LIFTING EYE AS PER CITY OF MOBILE BID #5827 AND YOUR QUOTE. Additional Description Notes --- 2022 OR NEWER EXCAVATOR W/23’ BOOM. REQUESTED BY 2068 PUBLIC SERVICES MAINTENANCE.	1.00 EACH	214120.00000	214120.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			214120.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET

Bill To	Requisition 00009870-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	037501	05/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 214120.00

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

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	214120.00	39371.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	214120.00	234154.14

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	05/15/23	SHONNDA SMITH	
Approved	05/15/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/15/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/16/23	BRENDA RHODES	
Approved	05/16/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/16/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/06/23	JOHN PAINE	
Unknown	06/23/23	DONALD ROSE	
Approved	09/07/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/07/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/07/23	JOHN PAINE	
Approved	09/07/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00009870-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: SEAN CLARK
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	CARTERD@CITYOFMOBILE.ORG
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	037501	05/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5827
TRACKED EXCAVATORS

	STANDARD REACH	LONG REACH	**TOTAL**	BIDDING
COWIN EQUIPMENT	$214,100.00	$228,031.00	$442,131.00	VOLVO EC220E
1 SOURCE POWER & EQUIP	$240,024.00	$250,550.00	$490,574.00	CASE CX220E LC
TRACTOR & EQUIPMENT	$288,100.00	$338,500.00	$626,600.00	KOMATSU PC 210LC-11

ADDENDUM

July 31, 2023

RE: City of Mobile Bid #5827 for Tracked Excavators

Please consider the following to be ADDENDUM to City of Mobile Bid #5827 for Tracked Excavators.

CLARIFICATION

Lifting Eye on 36" bucket should be rated the same capacity as the excavator.

Bucket will be in place when Lifting Eye is used.

Lifting Eye mounted to boom or as a separate attachment is not acceptable.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/17/2023	5827	Motor Pool	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, August 4, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TRACKED EXCAVATORS

The City of Mobile will purchase two (2) tracked excavators: one with standard reach and another with a long reach boom.

The City desires to buy both from the same manufacturer with the only difference being the length of the boom and the attachments.

The machine should have the same basic machine, horsepower, width, cab, engine and controls.

The excavators shall be as follows and attached.

Both machines shall meet the minimum published specifications. Machines that do not meet the minimum specifications will be rejected.

Bidders shall provide the necessary factory published literature to prove your machine meets the minimum specifications.

Vendors shall indicate on the attached sheets where their machine fails to meet or exceed the minimum specifications.

Pricing shall be firm and shall be priced FOB Mobile.

Pricing that may change before delivery will not be accepted.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 Winning bidder will be required to provide training on the use of and maintenance of the machines delivered. Vendor shall have a service center within 50 miles of the City of Mobile jurisdiction. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. **For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org** **TO BE AWARDED ALL OR NONE**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

STANDARD EXCAVATOR

PRICE

MAKE_____ $_____

MODEL_____

MAXIMUM REACH_____

MAXIMUM DIGGING DEPTH_____

ENGINE_____

36" TOOTH BUCKET

MAKE_____MODEL_____ $_____

SMOOTH EDGE DITCH BUCKET 60" WIDE 1.08 YD CAPACITY

MAKE_____MODEL_____ $_____

BUCKET ATTACHMENT WITH LIFTING EYE

MAKE_____MODEL_____ $_____

TOTAL $_____

LONG REACH EXCAVATOR

PRICE

MAKE_____ $_____

MODEL_____

MAXIMUM REACH_____

MAXIMUM DIGGING DEPTH_____

DITCH BUCKET

MAKE_____MODEL_____ $_____

CAPACITY_____

SIZE_____

TOTAL $_____

Specifications for a Standard Reach Excavator

Minimum Specifications	YES	NO
1. Diesel Engine	_____	_____
2. 160 H.P.	_____	_____
3. 457 ft. lbs. tq.	_____	_____
4. Hyd. pump out put of 2 pumps at 55.7gpm.	_____	_____
5. Swing tq. of 47,200 lbf.-ft.	_____	_____
6. Bucket digging force of 34,600lbf.	_____	_____
7. 18ft. 7in. boom	_____	_____
8. 9ft. 8in. Arm	_____	_____
9. Reach of 32ft. 6in.	_____	_____
10. Reach at ground level of 31ft. 11in.	_____	_____
11. Digging depth of 21ft. 10in.	_____	_____
12. Dumping height of 22ft. 4in.	_____	_____
13. Operating weight no greater than 48,900	_____	_____
14. Ground pressure no greater than 4.93psi.	_____	_____
15. Width no greater then 10ft. 6in.	_____	_____
16. Quick coupler at end of arm for attaching multiple buckets/attachments	_____	_____
17. Thumb attachment	_____	_____
18. Toothed digging bucket 36in. wide 0.99yd. capacity	_____	_____
19. Smooth edge ditch bucket 60in. wide 1.08yd. capacity	_____	_____
20. Bucket/attachment with a lifting eye to attach rigging	_____	_____
21. Enclosed cab	_____	_____
22. Thumb aux. with proportional joysticks controls	_____	_____
23. Foot pedal-controlled track/walking controls	_____	_____
24. AC , Heat , Defrost	_____	_____
25. Air suspension seat	_____	_____
26. AM/FM radio with Bluetooth	_____	_____

27. Clear roof window	_____	_____
28. Rear view camera system	_____	_____
29. Horn	_____	_____
30. Battery disconnect switch	_____	_____
31. Lockable fuel cap	_____	_____
32. Lockable service doors	_____	_____

Specifications for a Long Reach Excavator

Minimum Specifications	YES	NO
1. Diesel Engine	_____	_____
2. 160 H.P.	_____	_____
3. 457 ft. lbs. tq.	_____	_____
4. Hyd. pump out put of 2 pumps at 55.7gpm.	_____	_____
5. Swing tq. of 38,500 lbf.-ft.	_____	_____
6. Bucket digging force of 14,600lbf.	_____	_____
7. 28ft. 7in. boom	_____	_____
8. 21ft. Arm	_____	_____
9. Reach of 51ft. 2in.	_____	_____
10. Reach at ground level of 50ft. 10in.	_____	_____
11. Digging depth of 39ft. 5in.	_____	_____
12. Dumping height of 35ft. 2in.	_____	_____
13. Operating weight no greater than 52,000	_____	_____
14. Ground pressure no greater than 5.37psi.	_____	_____
15. Width no greater then 10ft. 6in.	_____	_____
16. Enclosed cab	_____	_____
17. Thumb aux. with proportional joysticks controls	_____	_____
18. Foot pedal-controlled track/walking controls	_____	_____
19. AC , Heat , Defrost	_____	_____
20. Air suspension seat	_____	_____
21. Am Fm radio with Bluetooth	_____	_____
22. Clear roof window	_____	_____
23. Rear view camera system	_____	_____
24. Horn	_____	_____
25. Battery disconnect switch	_____	_____
26. Lockable fuel cap	_____	_____
27. Lockable service doors	_____	_____

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:
Sheila Gurganus, Cruise Terminal

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with WHC AL LLC dba zTrip for Cruise Terminal passenger shuttle services. One year renewable for two additional one year periods. Annual amount NTE $50,000 per year.

Amount of Contract:
NTE $50K/per

Effective Date of Contract:
10/1/2023

Renewal Date of Contract:
9/30/2024

Funding Source

Project #	**Discretionary Funds**
Project String 60206020 42192	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Cruise Terminal Shuttle Agenda Package	Cover Memo	9/5/2023

REVIEWERS:

Department Reviewer	Action	Date

Budget	Sapp, Celia	Approved	9/6/2023 - 8:12 AM
Legal	Kern, Chris	Approved	9/6/2023 - 4:18 PM
Legal	Kern, Chris	Approved	9/6/2023 - 4:19 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

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 WHC AL, LLC, dba zTrip, in the amount not to exceed $50,000 per year, for twelve months, and renewable without further approval by City Council for two additional twelve month periods, for parking shuttle service for the City of Mobile Alabama Cruise Terminal, 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

City of Mobile Alabama Cruise Terminal

Parking Shuttle Services

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City"), a municipal corporation organized under the laws of the State of Alabama, and WHC AL, LLC, an Alabama Limited Liability Company (hereinafter “Provider” or “Operator”).

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Provider shall provide Parking Shuttle Services between the City of Mobile Alabama Cruise Terminal at 201 South Water Street, Mobile, Alabama, and the Cruise Terminal’s offsite parking lot at the Mobile Civic Center. The service, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, Operating Terms for Parking Shuttle Service, which is attached to this Agreement and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured**,*** and shall attach to this Agreement, as proof thereof and as **Exhibit B**, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama. The insurance shall be in the following minimum amounts:

a. General Liability insurance – public liability, including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above
Bodily injury and property damage combined –$500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined –$500,000 per occurrence

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider or City of any of its obligations under the terms of this Agreement, either party has the right to terminate the Agreement. City will pay Provider only for work successfully performed.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the Provider's performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City is made a party to any lawsuit or legal proceeding arising in any way from Provider's performance of this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Provider hereby agrees to reimburse the City for all of its reasonable costs of defense, including but not limited to all reasonable attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Provider 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 Provider. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: The City will pay Provider no more than twice per month upon Provider submission of invoice for services rendered. Provider invoices are subject to verification by the Director, Mobile Alabama Cruise Terminal, that invoiced services have been received before payment will be made. Provider shall submit invoices by mail to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: vendorinvoices@cityofmobile.org and sgurganus@shipmobile.com .

ARTICLE 11. Effective Date, Term, Renewal, and Termination of Contract: The effective date of this agreement will be October 1, 2023. This contract shall be for a term of twelve months from the effective date, with automatic renewal on October 1, 2024, for two additional one-year terms, unless either party notifies the other in writing at least sixty (60) days prior to the end of the term of the intent not to renew for an additional term. The City or Provider may otherwise terminate the Agreement upon sixty (60) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Director, Mobile Alabama Cruise Terminal
201 South Water Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

WHC AL, LLC
William M. George
Chief Executive Officer
1300 Lydia Ave. Kansas City, MO 64106

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ARTICLE 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

ARTICLE 18. Assignment. Provider shall not assign any of his rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City, which shall not be unreasonably withheld..

ARTICLE 19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

ARTICLE 20. Unenforceability of Provisions. Remainder of Contract Valid. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 21. Default. A party to this Agreement shall be in default if it materially breaches any of the provisions herein or if any representation or warranty made by either Provider or the City shall have been false or misleading in any material respect as of the date on which such representations or warranty was made, including any party's misrepresentation concerning its financial condition.

ARTICLE 22. Representations and Warranties. Both parties to this Agreement represent and warrant that each of them has the power to enter into this Agreement, that there are no unresolved claims or disputes between them, that both shall furnish true and correct financial statements, records, certifications and other information as may be reasonably requested and that in carrying out this Agreement, the parties are not knowingly in violation of any local, state or federal law related to the services provided herein.

ARTICLE 23. Force Majeure. Neither party shall be deemed to be in default on account of any Acts of God, act of a public enemy act of a superior governmental authority, major weather disturbance or any other identifiable circumstance of such a significant nature that a reasonable person would believe is beyond the control of either party to this Agreement.

ARTICLE 24. Signatures:

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

PROVIDER, WHC AL, LLC dba zTrip

_____ , Its CEO (title)
On behalf of Provider

09/05/2023 Date

Acknowledgement

The State of Kansas }

Johnson County}

I, Natalie George, a Notary Public, in and for said County in said State, hereby certify

that William M. George whose name as CEO of WHC AL, LLC, dba zTrip, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 5th day of September, 2023

(Seal) NATALIE RENEE GEORGE
Notary Public, State of Kansas
My Appointment Expires
3/29/2027

Notary Public

CITY OF MOBILE

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A Operating Terms for Parking Shuttle Service
B Liability Insurance

EXHIBIT A
OPERATING TERMS FOR PARKING SHUTTLE SERVICE

1. General Requirements. Subject to the terms and conditions of this Agreement, Provider shall provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking lot located on the northwest side of South Water Street at Royal Street, Mobile, AL. This service will be provided to passengers departing and arriving on cruise excursions from the MACT.

a. Provider will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Provider acknowledges that Provider has been provided a schedule of expected MACT sailing days. The City is required to keep Provider informed of schedule changes and updates.

b. Provider is required to begin operation the first planned cruise ship sailing day on after the effective date of this contract.

c. Provider shall operate the shuttle service on cruise sailing days from 7:00 a.m. to 2:00 p.m. ("core hours"), or, should ship arrival or departure times change for any particular sailing day, and as agreed upon with the MACT Director, adjusted to accommodate actual passenger offloading and loading times. Provider agrees to adjust those hours at no additional charge

d. Provider shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers and staff for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers. All staff working in the MACT are required to possess valid Transportation Worker Identification Credentials.

e. Contractor will provide wheelchair accessible shuttles only upon City request on a mutually agreed upon advanced request timeline.

f. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

g. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

h. Provider shall provide efficient and effective movement of passengers, with adequate command and control to facilitate coordinated operations with MACT staff and contractors, cruise line staff and contractors, and other agencies supporting MACT operations.

2. Compensation.

a. City will pay Provider $1,250.00 per sailing day This rate includes 3 vehicles capable of carrying a minimum of 13 passengers and luggage, with driver, for passenger transport during each sailing day.

b. City will additionally pay, when specifically requested and provided, in addition to the service above:

(1) $60.00 per extra hour of service at the MACT, or fraction thereof, for each 13 passenger and luggage capacity vehicle with driver;

(2) $450.00 per day of service at the MACT, for each wheelchair accessible vehicle, and

(3) $60.00. per hour for each wheelchair accessible vehicle.

c. The above listed rates presume the fuel costs found at the AAA Mobile County daily cost average found at https://gasprices.aaa.com/?state=AL ("index price") remain below $4.00 per gallon for that service day. The following rates would apply for higher fuel index prices:

		Index Fuel Price			
		Less than $4.00	**$4.00 - < $4.50**	**$4.50 - < $5.00**	**$5.00 or greater**
Rates	**a. Fixed Daily Rate**	$1,250.00	$1,312.50	$1,378.13	$1,447.04
	b(1) Hourly Rate	$60.00	$63.00	$66.15	$69.46
	b(2) Daily Wheelchair accessible rate	$450.00	$472.50	$496.13	$520.94

	b(3) Hourly Wheelchair accessible rate	$60.00	$63.00	$66.15	$69.46

3. Expenses. Provider shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Provider Taxes. Provider shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2023

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

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

PRODUCER
Twin Lakes Insurance Agency
PO Box 970
Lees Summit MO 64063

CONTACT NAME: Sue Falter
PHONE (A/C, No, Ext): 816-525-2125 **FAX (A/C, No):** 816-525-4049
E-MAIL ADDRESS: info@twinlakesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MAXUM IND CO	26743
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WHCALLL-01
WHC AL LLC dba zTrip
WHC zShuttle, LLC
1300 Lydia Ave
Kansas City MO 64106

COVERAGES **CERTIFICATE NUMBER:** 2100404331 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		BDG-3038085-05	5/24/2023	5/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	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)
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2023

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PRODUCER Twin Lakes Insurance Agency PO Box 970 Lees Summit MO 64063	**CONTACT NAME:** Sue Falter **PHONE (A/C, No, Ext):** 816-525-2125 **FAX (A/C, No):** 816-525-4049 **E-MAIL ADDRESS:** info@twinlakesins.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** MAXUM IND CO — 26743
INSURED WHCALLL-01 WHC AL LLC dba zTrip WHC zShuttle, LLC 1300 Lydia Ave Kansas City MO 64106	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2100404331 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		BDG-3038085-05	5/24/2023	5/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ $
	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 Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	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)

The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.
The Certificate Holder and all other parties required under a written contract are named as additional insured with respects to liability.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2023

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PRODUCER
Twin Lakes Insurance Agency
PO Box 970
Lees Summit MO 64063

CONTACT NAME: Sue Falter
PHONE (A/C, No, Ext): 816-525-2125 **FAX (A/C, No):** 816-525-4049
E-MAIL ADDRESS: info@twinlakesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Builders' Casualty Mutual Co	13126
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WHCWORL-02
WHC Worldwide, LLC
4625 Towne Center Dr
Colorado Springs CO 80916

COVERAGES **CERTIFICATE NUMBER:** 1152756840 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC20000058132023A	3/15/2023	3/15/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2023

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PRODUCER	CONTACT NAME: Joe Lammel	
Lammel & Associates, LLC 1669 Kirby Parkway, Suite 201 Memphis, TN 38120	PHONE (A/C, No, Ext): (901)614-0100	FAX (A/C, No): (901)410-5147
	E-MAIL ADDRESS: jlammel@lammelassociates.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Paratransit Insurance Company, a Mutual Risk Rete	44130
INSURED WHC BHM, LLC & WHC AL, LLC DBA ZTRIP 5804 Oporto-Madrid Blvd. Birmingham, AL 35210	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00000032-1522619** **REVISION NUMBER: 33**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			PG1165 23	03/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000*
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

*$475,000 Combined Single Limit excess of a $25,000 retained limit per accident.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Jagl (WJL)

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Cruise Terminal Parking Shuttle Services

City of Mobile RFP
and
Responsive Proposal

RFP 5830 Cruise Terminal Shuttle Services

Scoring Tabulation

	Tenacious Luxury Travel, LLC	**WHCAL. LLC dba zTrip**
Overall Solution Pricing 50 points	15	48
Operational Plan 30 Points	0	30
Experience/Performance History 20 points	6	20
Total	**21**	**98**



MOBILE
ALABAMA

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
(251) 208-7436

Contact:
William M. George
Chief Executive Officer
854 A Lakeside Drive
Mobile, AL 36693
wmgeorge@ztrip.com
(816) 777-1111

zTrip | WHC WORLDWIDE

Cover Letter

zTrip

August 17, 2023

Re: Mobile Alabama Cruise Terminal Parking Shuttle Service

Dear Mr. Rose,

WHC AL, LLC dba zTrip (zTrip) is delighted to engage in this Request for Proposal for Mobile Alabama Parking Shuttle Service. We are proud to showcase our extensive experience and expertise in providing services aligned with the program's scope and requirements. zTrip is a local ground transportation and shuttle service, serving the Mobile community since 2019, operating at 854 A Lakeside Drive, Mobile, AL 36693. We are fully confident that we can meet and exceed Mobile Alabama Cruise Terminal's expectations for Parking Shuttle Service.

Corporate Name: WHC AL, LLC dba zTrip
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: William M. George **Title:** Chief Executive Officer

Email: wmgeorge@ztrip.com **Phone:** (816) 777-1111

Corporate mailing address:
1300 Lydia Avenue
Kansas City, MO 64106

As the CEO and authorized representative of zTrip, I would like to extend my sincere gratitude to you and your evaluation committee for considering our proposal in response to your solicitation. We appreciate the opportunity to offer our services and demonstrate our expertise in the transportation industry. If you have any questions about our proposal or would like to schedule a follow-up discussion regarding this project, please do not hesitate to contact me directly. We look forward to the opportunity to work with you and provide a transportation solution that meets your needs. Thank you again for your consideration.

Sincerely,
WHC AL, LLC dba zTrip

William M. George
Chief Executive Officer
WHC AL, LLC dba zTrip
854 A Lakeside Drive
Mobile, AL 36693 (P) and (F) (816) 777-1111
wmgeorge@zTrip.com

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Executive Summary

Our Chief Executive Officer, Bill George, is a 38-year transportation expert who has led and developed some of the largest passenger ground transportation services in the United States. Our operations are based in Kansas City. We operate from multiple locations throughout the United States.

In January 2018, Mr. George formed WHC Worldwide, LLC to acquire passenger ground transportation services around the U.S. Since our founding we have completed 19 acquisitions, including the 2019 acquisition of Yellow Cab in Mobile, AL. We have targeted companies that have a long operating history in their respective markets but need advanced technology and vehicle upgrades. We have developed a highly effective driver recruiting program that allows us to attract true professionals that are dedicated to delivering enhanced mobility service.

Analytics, KPI's and continuous improvement are more than ideal practices; they form our culture. Our entire organization is aligned with common objectives. Delivering safe, reliable, and efficient mobility services, with a special focus on the customer experience, is the key to our success.

Since our inception, our dedicated executive team and staff have crafted a comprehensive business model that stands as the cornerstone of our approach, streamlining operations across every city we serve. This model not only embodies our commitment to consistency and efficiency, but also underscores our adaptability in a rapidly changing landscape. The strengths and experience of the WHC team align with the demands of the ever-evolving passenger ground transportation industry. This alignment positions us at the forefront, enabling us to seamlessly navigate industry shifts while upholding our unwavering dedication to safety, innovation, and exceptional service delivery.

WHC Worldwide is a privately held Missouri based limited liability company.

zTrip Key Facts

zTrip is the largest taxicab company in North America, and each of our locations holds the largest market share of any company in their respective markets. As such, zTrip has financial strength and stability unmatched in our industry.

- Fleet of 2,800+ vehicles
- 30 Operating Cities in 16 States
- 500+ Employees
- 3,400 Contracted Drivers complete more than 22 million trips annually
- Total annual net revenues of $90+ million

Beyond impressive numbers, however, zTrip's most important component is our personnel. We pride ourselves on our diverse staff of professionals. Customer Satisfaction, Safety, and Accountability are themes that are constantly reinforced throughout our organization.

zTrip's Vision

Our company is dedicated to finding new paths to mobility for all. zTrip creates partnerships with our clients to provide new and innovative services. We have a deep understanding of the entire lifecycle of our passengers. From transporting school children to serving seniors, we have a passion for developing services that truly improve lives.

"Our mission is to use mobility to enhance the lives of our passengers, driver partners, and dedicated employees." – Bill George, CEO

Key Aspects of our Proposal

Key aspects of zTrip that consistently position us as the perfect partner for delivering these services include:

Unmatched Local Experience – With a legacy spanning three decades, zTrip and its predecessor companies have been dedicated to serving Mobile, AL with unparalleled transportation services. Our core leadership team boasts cumulative experience of more than 100 years in the transportation field and has deep ties to the local community. As residents and workers entrenched in this area, we take immense pride in being an integral part of the fabric of this community. This unmatched local experience empowers us to deliver transportation services to our customers that are truly unparalleled in quality and reliability.

We provide a range of comprehensive ground transportation solutions to meet the diverse needs of the Mobile, AL community. Our fleet consists of more than 40 vehicles, encompassing sedans, minivans, wheelchair-accessible vans, and a variety of shuttles. zTrip offers a wide array of services, including public taxi service, on-demand shuttles, transportation for health and human services, both small and large group event transportation, and a wide variety of other innovative mobility solutions.

zTrip collaborates with several prominent institutions in Mobile, AL, maintaining partnerships that enhance the local community. In a long-standing partnership with Norfolk Southern, a leading national transportation company, zTrip extends transportation solutions to railroad crew and personnel. Additionally, zTrip maintains a close partnership with Mobile Infirmary, the largest private, not-for-profit health system in Alabama, contributing patient transportation services that support accessible healthcare. zTrip also collaborates with The Child Advocacy Center, an organization dedicated to aiding child abuse victims. Recognizing the need for reliable transportation, zTrip proudly assists in providing vital transportation support for their cause.

Excellent Regional & National Support – zTrip takes pride in its significant local presence in Mobile, AL, as well as its broader regional and national support. With 30 transportation companies operating across 16 states, zTrip's nationwide reach offers many advantages of scale that its competitors cannot match. The vast footprint and extensive experience of zTrip is unequalled in the transportation industry, providing our customers with superior service and support both locally and nationally.

Safety and Training – zTrip's commitment to safety is evident in our national safety and training divisions, which leverage our nationwide scale to benefit our local operations. We prioritize the safety of our passengers by using the latest technological innovations, including cutting-edge in-vehicle camera systems. These cameras allow us to closely monitor issues as they arise, as well as track the driving habits of our team members both in real-time and historically. By utilizing these advanced tools, we can ensure the highest level of safety for our passengers, and continuously improve our training programs to meet the evolving needs of the industry.

Flexibility – zTrip's flexibility is one of our core strengths. We can adjust the number of vehicles and qualified drivers to match the anticipated levels of demand over the course of our contracts. This allows us to efficiently manage our resources, ensuring that our services are both cost-effective and reliable. Additionally, in the event of sudden increases in demand or emergencies, zTrip is well-prepared to respond quickly and effectively. Our dynamic approach to resource allocation ensures that we can adapt to changing circumstances and maintain the high level of service our customers expect.

Customer Service – At zTrip, we understand that listening to and acting upon our customers' feedback is crucial to continuously improving our services. We don't just say we value our customer's input; we depend on it. That's why we offer 24/7 live customer service, providing our customers with immediate

access to a real person who can address their concerns. Additionally, we offer multiple options for written or anonymous feedback through our website and the zTrip app. Every interaction, regardless of how it is initiated, is documented, and we follow a strict protocol to ensure timely resolution. By listening to our customers and taking their feedback seriously, we can provide a better, more reliable service that meets their needs.

The Newest Vehicles – zTrip takes pride in offering a diverse fleet of the newest vans and sedans to provide our customers with the best possible transportation experience. In the past year alone, we have invested more than $5.5 million in new vehicles to ensure that our fleet is up-to-date and well-maintained. Our fleet includes ADA accessible vehicles, operated by experienced and trusted drivers who are trained to meet the unique needs of our passengers with disabilities.

Robust Vehicle Maintenance – zTrip's vehicle maintenance plan is the product of years of experience in maintaining more than 2,800 vehicles across the country. Our program is structured with a focus on preventive maintenance, safety evaluations, cleanliness, and thorough inspections, guaranteeing our vehicles are always in prime shape for the safety and convenience of our clients. As the proprietor of the fleet, we exercise superior control over the state of our vehicles, an advantage that sets us apart from competitors who are dependent on third-party vehicle owners. Our shop is managed by an ASE certified Master Mechanic and our inspection teams are highly trained and experienced.

Unmatched Financial Strength – WHC AL, LLC, doing business as zTrip, is a subsidiary of WHC Worldwide, which is the largest taxicab provider in North America. Our affiliation with WHC Worldwide provides zTrip with the financial resources and stability to deliver all the required service elements, including insurance and bonding requirements. Our financial strength and stability ensure that we can provide our customers with a reliable and sustainable transportation service that meets their needs.

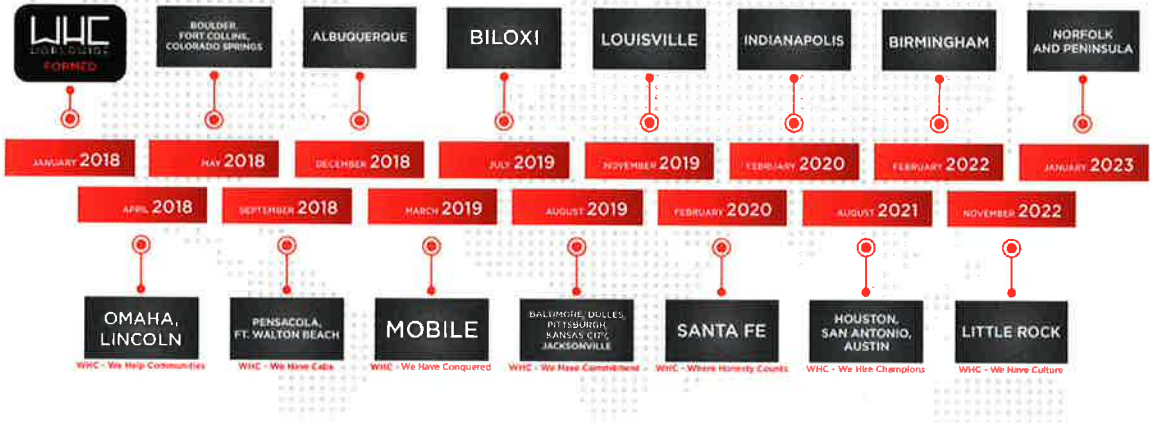
History of the Company

WHC Worldwide was founded by Bill George in 2018, who has 38 years of experience in the passenger ground transportation industry. He started his career in 1985 at MTSI, the largest full-line ground transportation provider in Houston, and became a partner in the company in 1992, serving as Vice-President. In 1997, MTSI was acquired by Coach USA, the largest passenger ground transportation provider in the United States at that time, and Mr. George continued to oversee operations for the Houston region.

In 2002 and 2003, Mr. George repurchased several divisions that were sold to Coach USA, including Yellow Cab, KCI Shuttle, and Carey Limousine, and formed the Houston Transportation Group (KCTG). KCTG grew to become a company with over 700 vehicles, offering various transportation services such as taxicabs, paratransit vehicles, motorcoaches, minibuses, trolleys, limousines, sedans, vans, airport shuttles, SUVs, and transit buses. In 2007, KCTG was acquired by Transdev, the world's largest ground transportation provider based in Paris.

Subsequently, Mr. George and his team developed a plan to transform the traditional taxicab business into a modern mobility service that caters to the needs of the 21st century. This led to the creation of zTrip, which combines the safety and accessibility of a traditional taxicab with the innovation and convenience of new Transportation Network Companies, aiming to achieve the goal of mobility for all.

Our Mission:
Combine the best taxi service model with the best technology to create a new hybrid brand of on demand transportation.



WHC Worldwide Officers

- William M. George, Chairman and Chief Executive Officer
- Doug Nickerson, Chief Financial Officer
- Jamie Campolongo, Vice Chairman
- Dwight Kines, Chief Operating Officer
- Terry Oates, Chief Strategy Officer
- Natalie Parra, Chief Marketing & Recruiting Officer
- Luke Misgen, Chief Technology Officer

Providing safe transportation services to individuals with disabilities is a highly specialized endeavor. It requires intense knowledge of the system, familiarity with the neighborhoods and community, a tested driver training program, and multiple contingency plans for numerous possible adverse situations.

Our extensive "human" knowledge is enhanced by our technological investments. zTrip has always been a leader in technology, training, and vehicle operations. As discussed throughout this proposal, we operate a fully integrated dispatch, phone, and e-hail app-based system that combines the latest technological features into a service focused system.



Our dedication to staying at the forefront of technology remains unwavering. Four years ago, we made a significant commitment by participating in a beta test of a cutting-edge video and event recording system. After meticulous testing and incorporating valuable feedback, we successfully integrated new in-vehicle camera systems into all our vehicles. This system was specifically tailored to suit our industry's unique requirements. By seamlessly combining audio/video capabilities, multiple cameras, and telematics, it empowers us to proactively receive alerts and efficiently manage driver safety. This investment in advanced technology allows us to uphold our commitment to providing the highest standards of service and safety for our valued customers.

Over the years, zTrip staff have created relationships with many of the customers that utilize our services. We are a partner that knows our clients as much more than just passengers. We live and understand your mission to provide mobility without barriers.

zTrip is very aware of the fluid needs of participants in this program. Our team of transportation professionals is specifically trained to adjust to the constant changes that take place. Trip adjustments are made continuously and are correctly recorded and documented.

Our experience in this field is unmatched. We have developed multiple transportation programs for municipalities, school districts and public agencies. Utilizing our experience and best practices, we have created a contracting office that is focused on the type of service proposed in this RFP. Notably, our CEO was recently awarded the Rosa Parks Spirit Award by the Kansas City Area Transportation Authority. This award was in recognition of the new KC service we developed to provide true on-demand paratransit services at a fraction of the cost of regularly scheduled service. Our team is dedicated to finding new paths to mobility for all.



Kansas City Area Transportation Authority Chairman Daniel Serda (left) and President Robbie Makinen (right) presenting the 2018 Rosa Parks Spirit Award to zTrip CEO Bill George.

Pricing

WHC AL, LLC, dba zTrip is privileged to provide the following pricing to the City of Alabama and Alabama Mobile Cruise Terminal. zTrip proposes a fixed daily rate for the minimum core passenger service period requirement of three specified vehicles plus drivers from 7:00 a.m. to 5:00 p.m. (not to exceed six hours within that window).

Daily rate for 6 hours X 3 vehicles + drivers: $1,250.00/day

Hourly Rate for additional vehicles + drivers: $60.00/hour

(Note: this rate is for the 13+ pax standard vehicle + driver)

If you wish to offer additional hourly rate options, please indicate here:

Option #1: Wheelchair-assessable Vehicle Rate: $450.00/day

Option #2: Wheelchair-assessable Vehicle Overtime Rate: $60.00/hour

zTrip's proposed fixed, hourly and wheelchair assessable rates are directly linked to the average fuel price, ensuring equitable and transparent pricing that adapts in response to fuel cost fluctuations (refer to the table below for details).

	Fuel Price			
	Less than $4.00	$4.00 - $4.50	$4.50 - $5.00	Greater than $5.00
	Standard	Level 1	Level 2	Level 3
Fixed Daily Rate	$1,250.00	$1,312.50	$1,378.13	$1,447.04
Hourly Rate	$60.00	$63.00	$66.15	$69.46
Wheelchair Assessable Rate (daily)	$450.00	$472.50	$496.13	$520.94
Wheelchair Assessable Rate (hourly)	$60.00	$63.00	$66.15	$69.46

Plan

Project Management

zTrip takes pride in our exceptional team of professionals, dedicated to providing top-tier ground transportation and parking shuttle services. Many of our managers are nationally recognized as industry leaders and innovators. Our management team actively engages with the local community, participating in various community organizations and civic initiatives that align with our focus on efficient and reliable mobility services. This engagement enables us to remain attuned to local concerns and positions us as a valuable resource in resolving transportation-related and civic challenges related to transportation, parking and shuttle services.

- **Project Management and Compliance:** As your parking shuttle contractor, we ensure safety, quality, and ADA compliance. A zTrip committee reviews and audits each requirement, ensuring thorough adherence.
- **Accountability and Oversight:** All stakeholders share compliance responsibility. Our local GM Curtis Maynard and Regional VP Mike Wier oversee compliance and performance, engaging with officials.
- **Performance Monitoring and Data:** We use KPIs, like zTrip KPI Dashboards, to track shuttle frequency, on-time performance, and more. Shared data fosters best practices and incentives.
- **Transparent Communication:** Open dialogue is key. We communicate through emails, calls, and face-to-face meetings. Our call center offers 24/7 assistance to passengers. zTrip staff supports issue resolution.

Vehicles

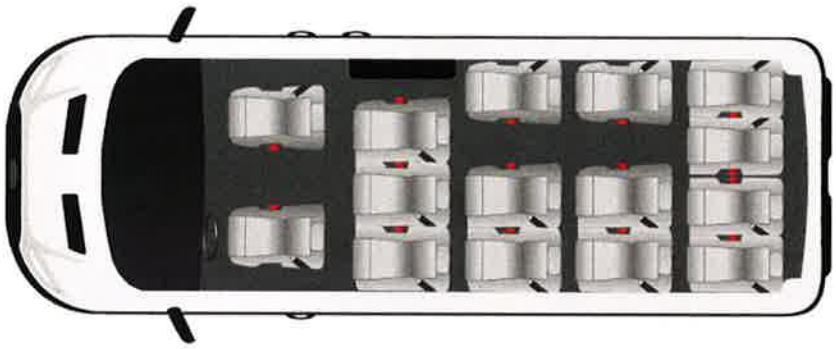
zTrip's commitment to excellence is displayed through our approach to sourcing and maintaining our fleet of vehicles. With a fleet that boasts diversity, we possess the strategic advantage of being able to dynamically scale our supply in alignment with the ever-changing demands of our clientele. This ability to tailor our vehicle offerings to the needs of our customers underscores our dedication to delivering a superior transportation experience that is both reliable and flexible.

Proposed Fleet

zTrip is proposing three (3) Ford Transit vans, each accommodating 15 passengers. These generously spaced vehicles are ideally suited for MACT's Parking Shuttle Service, offering abundant passenger room. Moreover, the vans provide versatility for luggage, as their rear seats can be adjusted in various configurations to create extra space.







Vehicle Overview

Comfort

- Easy Entry
- Adjustable Passenger Seating

Safety

- 3-Point Retractable Seat Belt
- Fire Extinguisher

Standard Features

- U4X GWVR: 10,360 lbs.
- X2C GWVR: 9,400 lbs.
- 3.5L PFDI V6 (Gas or E-85 Flex Fuel)
- 10-Speed Transmission
- U4X Tires: 195/75R16C BSW All-Season
- X2C Tires: 235*65R16C BSW All-Season
- Limited Slip Axle
- Wheel Well Liners
- Front License Plate Bracket
- 2-Way Adjustable Driver Seat
- Co-Pilot Seat
- Dark Gray Vinyl Seats
- 50 State Emissions
- Air Conditioning/Heat
- Dual Batteries
- Sliding Entry Door
- 253 Degree Rear Door Opening
- Black Exterior
- Egress Window, 2nd Row, Driver Side
- Privacy Glass
- Keyless Entry Pad
- AM/FM SYNC3 Stereo w/4" Display, Bluetooth, Dual USB Ports
- Auxiliary Fuse Panel
- Front Overhead Shelf
- 800# Lift Capacity
- Q-Straint Tie Downs

Dimensions

X2C

- Wheelbase: 148"
- Length: 235.5
- Height: 99.2
- Width (Excluding Mirrors): 81.3
- Width (Including Mirrors): 97.4

U4X

- Wheelbase: 148"
- Length: 263.9
- Height: 107.7
- Width (Excluding Mirrors): 81.3
- Width (Including Mirrors): 97.4








Vehicles and Maintenance

All zTrip vehicles designated for this program are carefully selected to ensure they are suitable for providing transportation services, and we diligently maintain them in excellent operating condition. Our commitment to safety and maintenance exceeds the requirements outlined in the RFP. Additionally, all zTrip wheelchair accessible vehicles (WAV) strictly adhere to all local, state, and federal laws and regulations, always ensuring full compliance.

As part of our dedication to service excellence, we continuously invest in upgrading our fleets nationwide. In the past year alone, zTrip has allocated over $5.5 million towards acquiring new vehicles. This ongoing investment allows us to offer the latest and most reliable vehicles, further enhancing the quality and reliability of our transportation services for our valued customers.

Vehicle Inspections

zTrip's comprehensive maintenance program is anchored on thorough inspections at every stage, which include pre-trip and post-trip inspections, and the Daily Vehicle Inspection Report.



Pre-trip and Post-trip Inspections

Operators perform a pre-trip inspection prior to each pull-out, that includes checking the wheelchair lift operation. At pull-in, the operator performs a post-trip inspection identifying any vehicle defects noted while in service and during a general vehicle walk-through. The results of each pre-trip and post-trip inspection are documented by the operator in their Daily Vehicle Inspection Report.

Daily Vehicle Inspection Report (DVIR)

Copies of each pre-trip and post-trip DVIR are maintained on file for 120 days, 30 days longer than DOT requires. A member of the management team is available at pull-out to assist operators with addressing minor defects. Safety defects are the highest priority and vehicles are not cleared for revenue service until all safety items are corrected. Our maintenance team works with Dispatch and Road Supervisors to ensure an appropriate number of vehicles are clean, fueled, and ready for service at all times during revenue service hours. The DVIR dashboard is pictured here.

Vehicle Maintenance

zTrip's vehicle maintenance program places a high priority on preventing vehicle issues before they occur – Preventative Maintenance – and has a robust system in place for handling issues after they occur – Corrective Maintenance. zTrip also has comprehensive response guidelines for the event that a vehicle breaks down while in service.

Preventative Maintenance

zTrip adheres to and goes beyond the manufacturer's specifications in its maintenance practices. At the heart of our maintenance program is a PMI program developed, tested, and improved over many years. The program assures cost savings and dependability of equipment and service.

Inspections are initiated using a Preventative Maintenance Inspection (PMI) Checklist. A repair order is submitted for each PMI and included in the vehicle history record. The required repairs are scheduled based on their severity. PMI's are scheduled so daily service is not impacted.

The PMI interval is based on 5000 miles. This schedule is continuously reviewed for changes according to the needs of the vehicles as components progress through various life cycles. All maintenance functions are performed in accordance with OEM requirements.

Preventative Maintenance Tasks	
Air Conditioning & Heating	The entire system undergoes detailed inspection and cleaning to ensure performance prior to peak air conditioning and heating seasons.
Brake Systems	Any defects or other safety related system issues are corrected with OEM, or equivalent parts, and tested prior to service.
Tires	We only use quality branded tires on our vehicles and replace them according to manufacturers standards.
Wheelchair Ramps & Lifts	zTrip places specific emphasis on the care of wheelchair lift systems, which have a separate PMI schedule in accordance with OEM recommendations and regulatory requirements.
Fluid Replacements & Lubrication	Our PMI Program references fluid replacement schedules. zTrip exclusively uses fluids that meet OEM specifications. At a minimum we comply with all OEM requirements.

Corrective Maintenance

Vehicles receive corrective maintenance as a result of referrals from operators, road calls, audits, or deficiencies discovered during PMI's. Defects are prioritized, a repair order is generated, and the vehicle scheduled for repair. All repairs are recorded on our maintenance tracking software. Visible damage to the body of the vehicle is handled with special emphasis.

zTrip places high importance on maintaining the quality of the appearance of our fleet. Major repairs to vehicle bodies are scheduled immediately. No vehicle with significant body damage is allowed in revenue service.

Vehicle Breakdown Response

zTrip also has a detailed and proven set of guidelines for the event of vehicle breakdown. At all times when a zTrip vehicle is on the road, zTrip Dispatchers or Road Supervisors are the designated points-of-contact for any operator who experiences a mechanical failure with their vehicle. When the Dispatcher or Supervisor determines from the operator that the vehicle is down, the Dispatcher or Supervisor will take the following actions as appropriate:

- A Road Supervisor will determine whether the vehicle can continue in service.
- The Road Supervisor will consult with maintenance staff if necessary.
- A Road Supervisor or EB driver may be dispatched with a spare vehicle so that the route can continue.
- If passengers need to be transferred, a Road Supervisor also travels to the scene to assist with this process.
- The Road Supervisor or EB driver then waits at the scene of the downed vehicle until zTrip's contracted towing service arrives to tow the vehicle.
- Road Call reports are then prepared for daily review.

Wheelchair Lift

zTrip places specific emphasis on the care of wheelchair ramps and lift systems. The wheelchair ramp or lift system will have a separate PMI schedule in accordance with OEM recommendations. The inspection interval will be determined by OEM recommendations and regulatory requirements, as necessary.

Response to Vehicle Accidents

State and federal law, as well as company policy, makes the safety and health of our employees and passengers the first consideration in operating our business. Safety and health in our business must be a part of every operation and is each employee's responsibility at all levels. It is the policy of zTrip to comply with all laws concerning the operation of the business and the health and safety of our employees and the public.

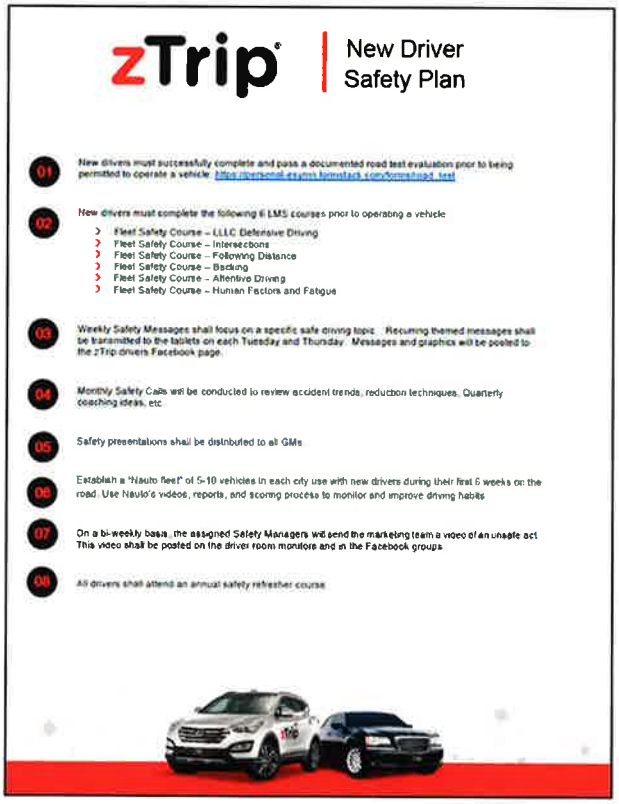
zTrip maintains a safety and health program conforming to the best practices in our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co- workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Safety is no accident; think safety and the job will be safer.

Drivers

zTrip is committed to monitoring and enforcing standards that meet or exceed federal, state, local regulations and the contractual guidelines and regulations of clients. zTrip has put together the following safety policies and procedures that cover regulatory compliance, the orientation process, incident management, vehicle operator risk and safety, passenger safety, vehicle inspection and maintenance.

Prior to launching the service, we will be providing all our experienced drivers with a detailed orientation of the new program, its rules, procedures, and other changes and required information. This orientation will include (but not limited to):

- Accident Reporting
- First Aid & CPR Training
- Trip documentation standards
- Vehicles and equipment
- Relevant laws, regulations, standards, policies, or procedures
- ADA Training
- Dry run/ride along with a manager or experienced driver



It is the policy of WHC AL, LLC to enforce safe driving and operating practices actively always. Operators must always drive safely and defensively and in a manner that prevents accidents, injuries, and property damage from occurring.

Safety Program

When drivers have passed all the qualifications and joined the zTrip family, they take part in a multi-stage orientation program, which includes our Vehicle Operator Orientation, a Road Test, and a Safety Education course with seven modules.

Vehicle Operator Orientation

zTrip's Vehicle Operator Orientation is a standardized program that provides vehicle operators with the tools and resources to conduct their businesses in a safe and professional manner. An outline of the Orientation program will be provided to each vehicle operator the day Orientation begins. Before an individual can provide transportation services for zTrip in any capacity he/she must first attend and successfully complete the orientation program.

Road Test

The road test is a requirement for all new drivers, as it shows us that they have the skills to be a professional driver. There are certain parameters that must be met such as backing into a parking spot, merging on and off the highway, use of turn signals, ability to stay in their lane while making a turn, etc.

Safety Course

All new drivers take zTrip's safety course. New drivers complete this course as another way to show us they have what it takes to meet our high standards. We believe providing safety education before letting drivers get out into the field is always a best practice.

Driver Onboarding

At zTrip, we put just as much emphasis on retaining qualified drivers as we do on recruiting them. We believe that driver retention starts before a driver is even onboarded. It starts from the applicant's perception of vehicles on the road to their first interaction with a zTrip team member. We utilize Key Metrics to enhance our retention efforts. Our KPIs have shown us that drivers leave because they needed more information on how to be successful. When a new driver is onboarded, they are the enrolled in the "Come-Back Session Plan." When a new driver or even a tenured driver understands how to be successful and feels valued, they stay longer. Since we implemented the Rookie Education Plan in 2021, we have seen a 30% increase in driver retention in some locations. After a qualified candidate has been identified, they undergo a thorough qualification and onboarding process that exceeds the industry standard.

Drug and Alcohol Policy

zTrip's Drug and Alcohol Policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website: http://transit-safety.fta.dot.gov/DrugAndAlcohol/

All covered employees and independent contractors are required to submit to drug and alcohol tests as a condition of contracting in accordance with 49 CFR Part 655. Portions of our policy are additional provisions which are not FTA-mandated but reflect zTrip's company policy.

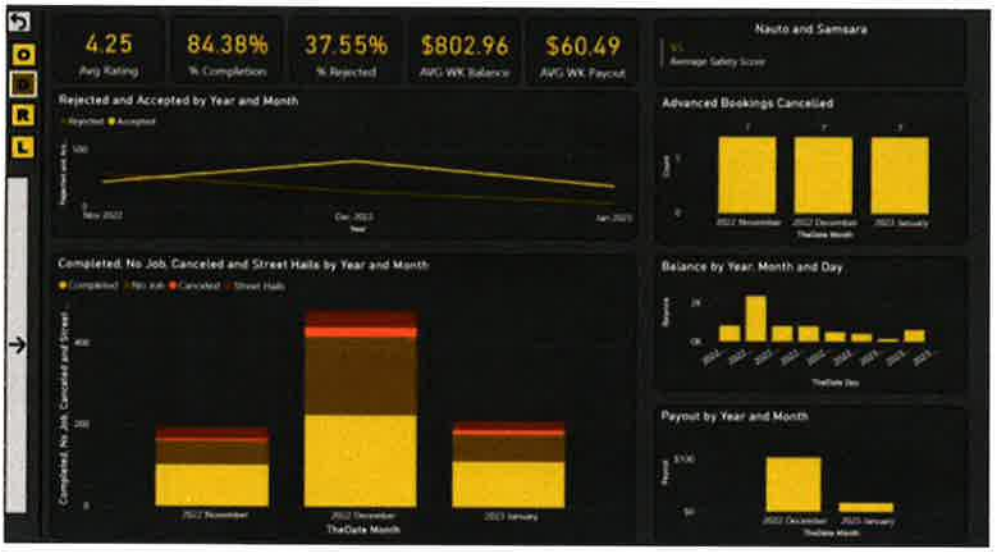
In-vehicle Camera System

zTrip employs camera systems – with both internal and external views – to ensure the highest level of safety in the vehicles we operate. Our Road Supervisors can monitor the drivers, their driving conditions, and their GPS locations in real time. The on-board cameras include event-based video captures that are immediately uploaded to the Cloud. These video captures are either triggered by g-force events, or manually by the driver (such as when there is a passenger conflict). The system also provides for continual recording that can be accessed as needed.



Performance Monitoring

zTrip has several systems in place to monitor drivers. These include on-board cameras, driver KPI monitoring and real-time customer feedback. We have a dozen KPIs that we track throughout our organization including driver behavior. Each passenger can score a driver and that score is reflected in the zMetricz Driver Data Dashboard.



zTrip is committed to a culture where all members of our team incorporate a "safety first" mindset in everything they do, while at the same time providing a high standard of exemplary customer service. zTrip's approach for creating and maintaining a strong safety culture includes thorough safety and security procedures, comprehensive training for all employees, ongoing safety inspection routines, safety audits, and incentives that reward safe behaviors.

All zTrip drivers have a safety and performance rating that is monitored in real-time on the zMetricz dashboard. If someone's rating slips below our performance target, they will receive mandatory coaching and education to raise them back to zTrip's high safety and performance standards. Drivers who cannot swiftly reclaim a good rating will not be retained.

Background Checks

zTrip requires all employees and independent contractor drivers in contact with customers to undergo

pre-employment/pre-contracting Background Checks and MVR. Screening includes Federal Fingerprint, Criminal, Social and Sex Offender with the State and County. We also conduct a 7-year Motor Vehicle Record. zTrip meets with every driver at least 3 times before they are allowed to operate a zTrip vehicle. zTrip's philosophy is that while we could onboard a driver through online technology it is important to personally know and meet each contractor.



Communications

zTrip employs cutting-edge technology to elevate every facet of its operations, including operational efficiency, safety and security, and maintaining continuous communication and visibility. A pinnacle of our technological prowess lies in our substantial investment in an advanced computer dispatching system, a leap that marked us as national pioneers in transitioning from traditional radio dispatching to cutting-edge computer-based dispatching. This technology revolutionizes the process by completely automating it. Our unwavering dedication to technological innovation has led to over $20 million in subsequent investments for system enhancements, including GPS dispatching, turn-by-turn navigation, secure credit card processing, intricate street mapping, and an array of other sophisticated features.

At the heart of this system is predictive technology, continuously monitoring trip response times and adeptly implementing proactive solutions. This fortifies our ability to design services that not only fulfill but surpass the most stringent contract standards. Notably, this entire system is seamlessly integrated with our zTrip e-hail app, empowering your customers to trace our drivers' positions as they complete their journeys.

Empowered by onboard computer tablets and Global Positioning Satellite Systems (GPS), our diligent dispatchers vigilantly monitor vehicle locations and call statuses. This enables swift dispatch to the nearest available unit while assisting dispatchers in navigating scheduling complexities or traffic challenges.

To underline the significance of great communications, we have integrated messaging capabilities through in-vehicle tablet devices, complementing our cutting-edge dispatch system. Furthermore, our drivers utilize hands-free cellular communication technology, ensuring a direct line of communication without compromising safety. This holistic approach enhances our ability to maintain real-time contact, enabling effective coordination and swift response to any situation.

Additionally, zTrip's proposal includes access to our 24/7 call center, dedicated to passenger communications and handling everything from requests to complaints and lost and found inquiries. Our staff will receive specialized training that covers the Parking Shuttle Service program extensively, including its procedures and ridership requirements. Additionally, rigorous testing will be conducted to ensure that our Call Center personnel are fully familiar with all facility layouts, key locations, high-traffic areas, and specific pickup and drop-off points to provide accurate assistance.

Supply Scalability & Service Flexibility

As mentioned in our executive summary, zTrip's flexibility is a key part of our operational strength when it comes to both having enough vehicles and being available for service. Our main location is at 854 A Lakeside Drive, Mobile, AL 36693, and it's where we run many types of transportation services like taxis, shuttles, airport transfers, and health and human services. We have a variety of clean, new vehicles and well-trained drivers.

We can easily adjust the number of vehicles and qualified drivers based on how many people need our services at the Mobile Alabama Cruise Terminal (MACT). This helps us manage our resources well. Our mix of vehicles and available drivers lets us meet the changing needs of passengers, making sure we're always ready to help.

This approach shows how much we care about keeping up with what people need from transportation. We don't just focus on being efficient – we also care about giving you a consistently high-quality and responsive transportation experience that suits what you need, both now and as things change.

Commitment to ADA

One area where zTrip sets the standard for other companies to follow is in our knowledge of and experience with the delivery of transportation services for people with disabilities, and our philosophy towards this service. In every project, we operate or manage, the needs of disabled people and compliance with the requirements of the Americans Disabilities Act (ADA) are key aspects of our operating policies and procedures, staff training and performance monitoring. We instill a culture of understanding and respect within our operations that is sensitive to the abilities and needs of people with disabilities. Following are some examples of our depth of understanding of the ADA and our commitment to fully serving the needs of disabled passengers.



- All driver and front-line employee training programs include a summary of ADA requirements and a discussion of the policies, procedures, and practical tips for ensuring compliance.
- Because of the long professional involvement many of our corporate, regional, and local managers have had with the ADA and service to people with disabilities, we are able to collaborate on questions and problems that arise regarding the ADA, the provision of accessible and legally compliance services, the administration of ADA eligibility certification, and other issues which arise pertaining to service to people with disabilities. Typically, this sharing takes place on an informal basis via email or telephone conversations. Additionally, the corporate office can provide or assist in an evaluation of the location's service to customers with disabilities (including compliance on ADA requirements).
- Several zTrip employees are subject area experts in a host of ADA and disability-related topic areas, including ADA eligibility certification, brokerage operation, service coordination and passenger sensitivity and awareness. Many of these people serve on nationally recognized professional organizations and committees, such as the American Public Transit Association's Accessibility Committee, Paratransit Committee, Project ACTION and the Transportation Research Board Paratransit Committee. Individuals affiliated with these groups not only help shape the future direction of accessible transit and paratransit services, but they also exchange ideas and

solutions with other professionals and bring best practices back to the company for wider implementation.

Safety & Health Program

The objective of zTrip's safety and health program is to reduce injuries and illnesses to an absolute minimum. Very simply, our goal is zero accidents and zero injuries.

Safety Policy Statement

It is the policy of zTrip that accident prevention shall be considered of primary importance in all phases of operation and administration. It is always our intention to provide safe and healthy working conditions and to establish and insist upon safe practices by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training for employees. However, if an employee is ever in doubt about how to do a job or task safely, it is his or her duty to ask a qualified person for assistance.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

"We can never out earn an unsafe driver. We use data to reduce the risk before the accident, not afterwards."
Bill George, CEO

World Class Safety Policies and Procedures

zTrip is committed to providing a safe working environment for our employees, Independent Contractors, and passengers. We have established standards to ensure we prevent accidents...before they occur.

zTrip is committed to monitoring and enforcing standards that meet or exceed federal, state, local regulations and contractual guidelines and regulations of clients. We have adopted safety policies and procedures that cover regulatory compliance, the orientation process, incident management, vehicle operator risk and safety, passenger safety, vehicle inspection and maintenance.

zTrip will proactively manage all safety and compliance aspects of these policies and procedures and will ensure oversight is provided at a corporate and local level. When we acquired zTrip, we had the benefit of looking in the rear-view mirror at all the acquired operations for the past 12 years. We challenged ourselves to find ways to improve the bottom line. It quickly became clear that our biggest opportunity for profit improvement was to reduce the frequency and costs of our claims. As we analyzed the situation, we developed the following new procedures:

- We committed to installing the best possible camera system, Digital Ally, in all our revenue vehicles.
- We committed to using the data from these cameras to proactively remove unsafe drivers from our fleet before they have an accident.
- We created a system of review that standardized removal of unsafe drivers from our fleet.
- We created Facebook groups in each city and consistently addressed the safety issue with each

driver.

- We revamped our websites to make it easy for the public to notify us of aggressive driving or road rage behavior.
- We created a CRM process where each complaint or data notification had to be cleared within 72 hours.
- All Independent Contractors will receive coaching on accident reporting. We have built a fully customizable app for reporting accidents and incidents. Operator emergency procedures will comply with all contract requirements and be continuously evaluated for areas of improvement.

Customer Service & Quality Assurance

It has been estimated 96% of unhappy customers never complain. Unfortunately, studies also show unhappy customers share their stories with between nine and ten other people—a figure which is undoubtedly growing in the age of social media. We believe customers who experience problems and then complain are giving us an opportunity to correct the immediate problem, to restore goodwill and to keep them loyal to our service. Surveys show 95% of people who do complain become loyal customers again if their complaints are handled professionally and quickly.

Thus, we see complaints as an opportunity to improve service for our customers, to address problems of which we may have been unaware, and ultimately, to give us the opportunity to regain the loyalty of our customers.

Our Quality Assurance plan (QA) encompasses all aspects of the service and our organization. From initial service design and reporting, to recruiting and retaining qualified individuals, and most importantly, service delivery, our QA plan covers it all. zTrip has established an audit team that ensures all QA goals are consistently met. Through the use of dashboards, we can rapidly spot a negative trend and refocus resources to rectify a potential problem.

The QA process starts with the initial RFP and Contract review. All client requested performance measures are included. From our weekly series of start-up meetings, we will continue development of the plan and set tolerances for all dashboards. Our various work groups will work with our IT department to finalize their requests. Once the program is set, the data will be imported to the dashboards daily so we can monitor performance.

Key Personnel

zTrip is extremely proud of the talented staff professional team that oversees our operations in Mobile, AL. Many of our managers are recognized nationally as leaders and innovators in the passenger ground transportation industry, and especially in parking and travel services. Heading up our team are CEO Bill George, Regional VP Mike Wier, General Manager Curtis Maynard, and National Safety Manager Raymond Gamrat. *Please see our "Resume" section within this proposal for full staff resumes.*

Bill George, CEO

Bill George has been involved in the passenger ground transportation business since 1985. In his previous role with Transdev, he served as President of their entire Taxicab portfolio of companies. In 2018, through his company WHC Worldwide, he purchased all Transdev's taxi operations, plus numerous other city locations. Bill has been recognized as an expert in the field and has received numerous awards for outstanding service and innovation.

Mike Wier, Regional Vice President

Mike Wier has experience in the ground transportation business that spans over 11 years with positions

ranging from driver to owner. He got his start in 2009 after being honorably discharged from the Marine Corps. Shortly thereafter, he and Bill George (now owner of zTrip) started a company together called Wier Transportation, which was awarded the VA contract in Kansas City in 2012 to transport veterans to and from the local VA Medical Center. Since then, Mike has become well-suited to serve many positions within the organization due to his formative years spent working as a member of zTrip's national operations and acquisition teams. Mike is currently a Regional Vice President for zTrip overseeing the company's Gulf Coast markets.

Curtis Maynard, General Manager

With a dynamic career spanning from roles as a driver to a seasoned General Manager, Curtis brings 2 decades of experience to WHC AL, LLC. His dedication to ground transportation, particularly in the realm of taxis and shuttle services, has been the driving force behind his professional journey. With extensive experience and a steadfast commitment to excellence, Curtis consistently upholds a high level of professionalism. This passion for the industry has not only fueled his growth but has also allowed Curtis to make substantial contributions to the evolving landscape of mobility solutions in Mobile, AL.

Raymond Gamrat, National Safety Manager

Raymond has a long history focusing on safety. In his previous role, he established the first Safety Department, fostering a safety-first culture. He also created the Administrative Services function, assembling a team of HR, Safety, and Finance professionals. Raymond has led cross-functional teams in developing a proprietary dispatch solution, enhancing efficiency with a driver-centric mobile application. Additionally, he has successfully managed mitigation plans following an adverse safety rating from the FMCSA. With 21 years of service in the Pennsylvania State Police, Raymond Gamrat's legacy shines through his exceptional leadership and innovative contributions.

Subcontractors

For this project, zTrip proposes the use of Independent Contractors as drivers, but is not proposing the use of subcontractors.

Past Performance

Team Experience

Our team's expertise is deeply rooted in Mobile, AL. With a combined experience of 50 years in the ground transportation industry, our local presence ensures a deep understanding of the community's needs and challenges. This firsthand knowledge, coupled with our extensive industry background, positions us perfectly in providing tailored solutions that are reflective of both our experience and our commitment to serving the local community.

Curtis Maynard, WHC AL, LLC General Manager, ensures zTrip meets contract demands. With extensive experience in ground transportation and shuttle services, Curtis has spearheaded innovative service delivery methods. His profound understanding of ADA-compliant mobility solutions ensures inclusive services that cater to all passengers' needs. Curtis is not just a manager but a visionary leader who excels in fostering strong community relations while driving operational excellence. Curtis currently oversees the following tasks for all WHC AL, LLC transportation programs:

- Oversee all quality assurance and performance monitoring activities to ensure that service safety, reliability, and quality is maintained and improved.
- Work with key management staff to coordinate activities among all departments to ensure that everyone understands their roles and responsibilities and that all are aligned on the County's project goals and expectations.
- Analyze operational trends and develop corrective actions.
- Ensure that appropriate contingency plans and cross-training are in place for each staff member to facilitate seamless operation in the event of an employee absence.
- Develop, implement, and administer policies and procedures in accordance with legal, contractual, and company guidelines.
- Manage the program in accordance with the budgetary expectations as set forth in the contract and company annual operating budget and recommend and implement changes when circumstances warrant.
- Submit invoices and reports in accordance with contractual requirements, on behalf of the company.
- Work closely with Mobile County's representative to the community.
- Attend public outreach meetings as zTrip's representative to communicate zTrip's service options.
- To be available on call as needed.

Similar Projects

zTrip boasts a wealth of experience in providing highly efficient and dependable ground transportation services, establishing a robust presence within the industry. A standout accomplishment, particularly relevant to MACT's Parking Shuttle Service endeavor, is our longstanding partnership with the Jacksonville Port Authority (JAXPORT). Since 2003, zTrip has been pivotal in delivering seamless parking and terminal solutions for cruise passengers. Recognizing the often-fluid nature of cruise schedules, zTrip ensures both reliability and adaptability, perfectly aligning with departure and arrival times and elevating traveler convenience and satisfaction.

Given JAXPORT's status as a Port Authority, the need for versatile transportation services is paramount. With a fleet capacity of up to 70 vehicles, zTrip has consistently been well-prepared to meet these distinctive demands. Our adeptness at seamlessly adjusting to varied operational hours seamlessly harmonizes with JAXPORT's cruise schedules, ensuring uninterrupted and dependable transportation services for cruise passengers. This demonstrated track record underscores zTrip's steadfast dedication

to unparalleled service excellence and readily extends to the Mobile Alabama Cruise Terminal.



Jacksonville Port Authority (JAXPORT) Cruise Terminal

zTrip also possesses extensive shuttle experience in other travel sectors, including collaborations with prominent airports that share similar characteristics owing to their roles in the travel and transportation domains. Both are pivotal entry and exit points for travelers, demanding convenient, secure, and accessible parking solutions tailored to diverse stay durations. Logistical challenges arise from managing high vehicle and passenger volumes, necessitating effective traffic flow and space utilization. Security measures, ADA compliance, payment systems, and exceptional customer service are shared priorities, ensuring safety, inclusivity, convenience, and positive experiences.

We have long-standing contracts with Jacksonville International Airport, Dulles International Airport, Louisville Muhammad Ali International Airport, Pensacola International Airport and Pittsburg International Airport, to name a few. Our proven track record at these airports demonstrates our ability to meet and exceed the unique transportation needs of major aviation hubs, making zTrip the ideal choice for the MACT.

At Jacksonville International Airport, zTrip has been a trusted transportation service provider since 1992. We offer a comprehensive range of shuttle services, ensuring smooth and convenient travel experiences for airport passengers. With a dedicated fleet of 200 vehicles operating 24 hours a day, we prioritize reliability and accessibility to cater to travelers' diverse needs.



Jacksonville International Airport (JAX)

Likewise, at Dulles International Airport, zTrip has been a cherished and dependable partner since 2007.

Through our shuttle services, we seamlessly cater to the airport's bustling operations, ensuring round-the-clock transportation solutions for passengers. zTrip has provided service for IAD under the Washington Flyer brand for more than a decade.

During our current five-year contract cycle we have been operating a fleet of 180 taxicabs. In late February 2023 we were notified by IAD authorities that the other taxicab provider had defaulted on their contract. IAD requested we take over the other contract. Less than five weeks later, on April 1, 2023, we onboarded an additional 163 drivers and deployed 70 new fleet vehicles. This was accomplished without a single interruption in the service.



Dulles International Airport (IAD)

For over 15 years, zTrip has proudly maintained a thriving and productive partnership with Louisville Muhammad Ali International Airport. Our commitment to excellence has resulted in over 1,500 trips being provided monthly, encompassing both traditional cabs and accessible mobility vehicles. Through this longstanding collaboration, zTrip has demonstrated unwavering dedication to delivering top-notch transportation services, ensuring a seamless and enjoyable experience for travelers at the airport.



Louisville Muhammad Ali International Airport (SDF)

Our successful track record with these esteemed airports exemplifies our ability to provide exceptional transportation solutions tailored to the unique needs of each location. Driven by a passion for customer satisfaction and continuous improvement, zTrip remains committed to delivering safe, convenient, and reliable airport transportation services. With the support of valued partnerships, dedicated professionals, and a commitment to excellence, zTrip is the ideal choice for elevating the travel experience at the Cincinnati/Northern Kentucky International Airport.

zTrip also has extensive local experience. We are deeply entrenched in partnerships with several

prominent institutions in Mobile, AL, fostering and nurturing partnerships that bring about tangible enhancements to the local community. Our experience is exemplified through our alliance with Norfolk Southern, a nationally renowned transportation company. zTrip plays a pivotal role in extending a range of transportation solutions to railroad crew and personnel. This partnership stands as a testament to zTrip's capability to seamlessly integrate its services into diverse operational landscapes.

zTrip also maintains a steadfast relationship with Mobile Infirmary, the largest private, not-for-profit health system in Alabama. Through this partnership, zTrip consistently provides essential patient transportation services, playing a critical role in ensuring accessible healthcare for individuals across the region. Our understanding of the importance of reliable transportation has led us to also collaborate with The Child Advocacy Center, an organization that is dedicated to supporting child abuse victims. In recognizing the profound impact of this cause, zTrip is honored to contribute its transportation services, thereby facilitating the center's mission and providing essential support to those in need.







zTrip's experience as a local provider of diverse transportation options is underscored by these meaningful partnerships. We are dedicated to making a positive impact on the community by seamlessly integrating our services into various sectors and providing vital transportation support for institutions with significant missions. Our commitment, underscored by our extensive experience, makes us an invaluable partner to MACT.

Signature Page

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

1. zTrip proposes that the current $1,000,000.00 umbrella insurance requirement be adjusted to align with the State of Alabama's stipulated amount of $500,000.00

Proposer Corp Name: WHC AL LLC, dba zTrip

Authorized Agent Name (Printed): William M. George

Signature: 

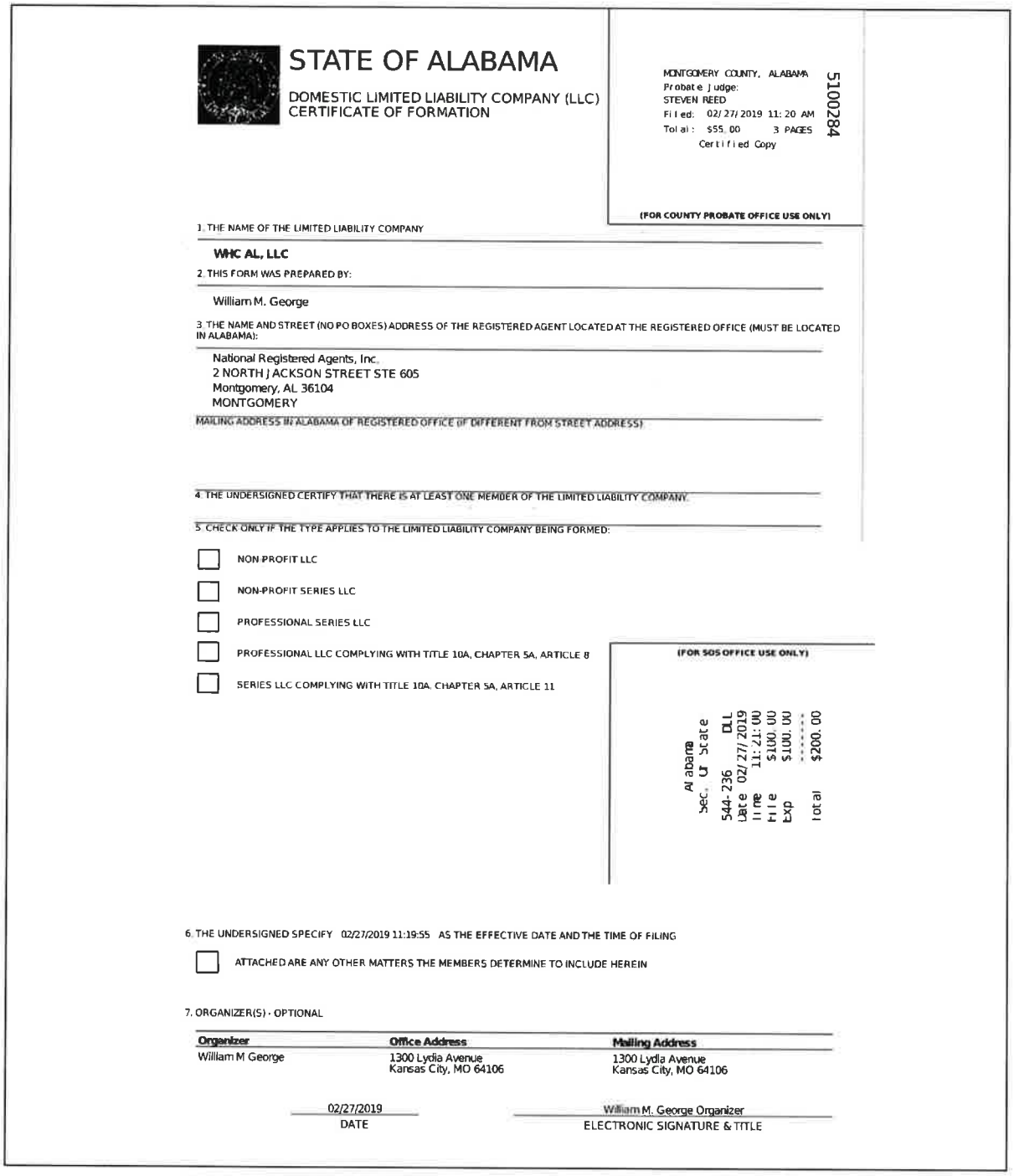
Title: Chier Executive Officer

Date: August 17, 2023

Appendix

Required Forms

State of Alabama Certificate of Authority to Operate



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

MONTGOMERY COUNTY, ALABAMA
Probate Judge:
STEVEN REED
Filed: 02/27/2019 11:20 AM
Total: $55.00 3 PAGES
Certified Copy

5100284

(FOR COUNTY PROBATE OFFICE USE ONLY)

1. THE NAME OF THE LIMITED LIABILITY COMPANY

WHC AL, LLC

2. THIS FORM WAS PREPARED BY:

William M. George

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

National Registered Agents, Inc.
2 NORTH JACKSON STREET STE 605
Montgomery, AL 36104
MONTGOMERY

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE IF DIFFERENT FROM STREET ADDRESS)

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama Secretary of State
544-236 DLL
Date 02/27/2019
Time 11:21:00
File $100.00
Exp $100.00
Total $200.00

6. THE UNDERSIGNED SPECIFY 02/27/2019 11:19:55 AS THE EFFECTIVE DATE AND THE TIME OF FILING

- ☐ ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Organizer	Office Address	Mailing Address
William M George	1300 Lydia Avenue Kansas City, MO 64106	1300 Lydia Avenue Kansas City, MO 64106

02/27/2019
DATE

William M. George Organizer
ELECTRONIC SIGNATURE & TITLE

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

WHC AL, LLC

This name reservation is for the exclusive use of William M. George, 1300 Lydia Avenue, Kansas City, MO 64106 for a period of one year beginning February 27, 2019 and expiring February 27, 2020

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

February 27, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES830102

City of Mobile Business License

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

ZTRIP OF MOBILE T4
854 LAKESIDE DR
MOBILE, AL 36693

YEAR	LICENSE NO
2023	112865
ISSUED	**EXPIRES**
8/14/2023	12/31/2023

485310 TAXI CAB..COMPANY LICENSE CODE
485312 TAXI CAB--$25 PER CAB ANNUALLY

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

ZTRIP OF MOBILE T4
854A LAKESIDE DRIVE
MOBILE AL 36693

City of Mobile Certificate of Public Convenience & Necessity

zTrip holds a current and active Certificate of Public Convenience & Necessity issued by the City of Mobile, reflecting our compliance with all necessary regulatory requirements. We have already initiated the process of obtaining an official copy of this certificate from the city authorities, and we anticipate receiving it by mail soon. Upon receipt, we are committed to promptly furnishing a copy of the certificate to the Mobile Alabama Cruise Terminal, ensuring transparent communication and adherence to the necessary protocols.

Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

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

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

PRODUCER	CONTACT NAME: Joe Lammel
Lammel & Associates, LLC 1669 Kirby Parkway, Suite 201 Memphis, TN 38120	PHONE (A/C, No, Ext): (901)614-0100 FAX (A/C, No): (901)410-5147 E-MAIL ADDRESS: jlammel@lammelassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Paratransit Insurance Company, a Mutual Risk Rete	44130
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: WHC BHM, LLC & WHC AL, LLC
DBA ZTRIP
5804 Oporto-Madrid Blvd.
Birmingham, AL 35210

COVERAGES **CERTIFICATE NUMBER:** 00000032-1467026 **REVISION NUMBER:** 30

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	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			PG1165 23	03/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000*
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*$475,000 Combined Single Limit excess of a $25,000 retained limit per accident.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	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 (WJL)

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD Printed by WJL on 08/14/2023 at 08:43PM

References

WHC AL, LLC is uniquely qualified to fulfil the terms of the bid because of the long history of serving similar contracts.

- **Jacksonville Port Authority (JAXPORT)**
  2831 Talleyrand Ave
  Jacksonville, FL 32206
  Lisa Gee
  Director, Procurement Services
  Lisa.gee@jaxport.com
  (904) 252-7380

- **Mobile Infirmary**
  5 Mobile Infirmary Circle
  Mobile, AL 36607
  Edward McCants
  Supervisor
  Edward.mccants@profile.com
  (251) 435-7202

- **Child Advocacy Center**
  1351 SpringHill Ave
  Mobile, AL 36604
  Hazel Y. Robinson-Chambers
  Senior Secretary
  hchambers@chcmobile.org
  (251) 432-1101

- **KC Area Transportation Authority**
  1200 E 18th St
  Kansas City, MO 64108
  Tyler Means
  Chief Mobility & Strategy Officer
  TMeans@kcata.org
  (316) 992-9689

- **Rock Region METRO**
  901 Maple Street
  Little Rock, AR 72114
  John Sparks
  Paratransit Manager
  jsparks@rrmetro.org
  (501) 246-2181

William M. George



(816) 777-1111
wmgeorge@ztrip.com

Professional Summary

With more than 38 years of experience in the ground transportation industry, Bill is a highly respected and accomplished leader. In 2018, he founded WHC Worldwide, which has since become the largest taxicab company in North America. Bill's expertise in the field, particularly in ADA transport, has earned him recognition as an industry expert and garnered multiple awards for outstanding service and innovation.

Bill's extensive experience and broad skill set include strengths in corporate strategy, contract negotiation, community relations, financing, banking and insurance relationships, quality control, business development strategy, and senior staff recruitment. Bill's leadership and expertise have contributed significantly to the success of WHC Worldwide, and he continues to make important contributions to the ground transportation industry overall.

Chief Executive Officer

Relevant Experience

Founder and Chief Executive Officer
WHC Worldwide LLC, dba zTrip
January 2018 to Present

- Acquired the operations of taxicab companies in 27 markets
- Rebranded new acquisitions as zTrip, upgrading technology and business model
- Corporate Development
- Government Relations
- Strategic Partnerships

President, Taxicab and Sedan Division
Transdev On Demand
March 2010 to December 2017

- Oversaw all operational components of the division
- Created 10/10 Taxi, a new suburban taxicab service focused on Johnson County, KS
- Launched the zTrip app-based sedan service

Chief Executive Officer
Kansas City Transportation Group
March 2003 to February 2010

- Grew business to over 700 vehicles and 1000 transportation professionals
- Became dominant player in convention transport, over 15,000 guests served on extensive shuttle systems

Awards and Honors

- 2014 TLPA Operator of the Year
- 2018 Rosa Parks Spirit Award by the Kansas City Area Transportation Authority
- Kansas City Metropolitan Crime Commission board
- Visit KC board, past chairman

Michael Wier



(602) 818-3400
mwier@ztrip.com

Professional Summary

Mike Wier has experience in the ground transportation business that spans over 11 years with positions ranging from driver to owner. Since then, Mike has become well-suited to serve many positions within the organization due to his formative years spent working as a member of zTrip's national operations and acquisition teams. Mike is currently a Regional Vice President for zTrip overseeing the company's Gulf Coast markets.

Regional Vice President

Relevant Experience

Regional Vice President
WHC Worldwide LLC, dba zTrip
March 2019 to Present

- Oversee Gulf Coast markets and businesses
- Manage local management teams to ensure the operations are meeting their goals
- Worked with a team to acquire 6 businesses and transition them to zTrip's platform and polices
- Created key KPI's to help make the businesses run more efficiently

Entity Manager for Northern California
Haldan Enterprises
January 2017 to March 2019

- Managed the internal finances and billings
- Created system that allowed the investors to see day to day activity remotely
- Met project deadlines and beat budgets

National Operations Manager – Taxi Division
Transdev On Demand
January 2009 to January 2017

- Oversee operations of all departments
- Transitioned 19 fleets and 5000 taxis to a new dispatch technology system
- Secured GSA contract for SuperShuttle fleets that drove $10 million of additional business to their fleets
- Launched large NEMT contracts for multiple operations

Military Service

United States Marine Corps
January 2003 – January 2007

- Recipient of the Navy Achievement Medal

Curtis Maynard



(251) 752-0447
cmaynard@ztrip.com

Professional Summary

With a strong background spanning over two decades in the transportation industry, I have excelled in managerial roles. Currently serving as the General Manager at WHC AL LLC (dba zTrip) since January 2020, I skillfully oversee multifaceted operations, manage cash flow, drive business development, and ensure compliance through meticulous reporting. My passion for ground transportation is deeply rooted in my fascination with the intricate network that connects people, places, and services. This fervor drives my commitment to optimizing operational efficiency, enhancing customer experiences, and contributing to the evolution of innovative mobility solutions.

WHC AL General Manager

Relevant Experience

General Manager
WHC AL LLC, dba zTrip
January 2020 to Present

- Oversee daily operations of all departments
- Manage daily cash flow in and out
- Business development
- Oversee all outside account holders and vendors
- Process monthly & quarterly reports to maintain compliance
- Track fleet usage – mileage, maintenance, costs, etc.

Fleet Operations Manager
Checker Transport
January 2013 to January 2020

- Oversee daily operations of all departments
- Maintain daily reporting of utilization
- Account reconciliation and Auditing
- Process and track manual rides transaction for AR
- Manage quarterly inspections of all vehicles in the fleet
- Coordinate transportation for special events

Education

Business Management, BS

- University of Kentucky

Communication

Collaborating with drivers, clients and company personnel to provide the most advanced technical service for transportation. Communicating with clients to modify schedules to best meet their needs. Communicating with drivers to keep them informed of schedules and matters of safety

Raymond Gamrat



(412) 322-8507
rgamrat@ztrip.com

Professional Summary

Raymond's impressive career is underscored by his adeptness in cultivating business strategies and nurturing human capital across diverse industries, all with a steadfast commitment to safety. His skills shine particularly in steering cross-functional teams through intricate special projects, where safety considerations are paramount. Raymond's proficiency extends beyond project management; he excels in fostering collaborative relationships with all stakeholders, ensuring that safety concerns are integrated seamlessly into the fabric of these partnerships. With a keen awareness of the vital importance of safety, Raymond's leadership serves as an assurance of well-executed projects that prioritize the well-being of all involved.

Executive Vice President of Safety

Relevant Experience

Executive Vice President of Safety
WHC Worldwide, LLC, dba zTrip
December 2022 to Present

- Responsible for company-wide policies on safety for independent contract drivers and employees
- Oversee management of all accident investigation forms and procedures
- Implement Safety Review Boards

Executive Vice President
JLE Enterprises, LLC
January 2016 to January 2018

- Analyze internal operations and identify areas of process enhancement and provide expert operational advisement to the COO.
- Collaborate with COO to identify potential critical risks to the organization.
- Develop actionable business strategies and plans that ensure alignment with short-term and long-term objectives developed in tandem with the COO.
- Transfer and advise COO on safety and maintenance performance with tracking and establish corrective measures as needed, and prepare detailed reports, both current and forecasting.

Education

USDOT/PA State Polic

- Motor Carrier Safety Assistance Program, Hours of Service

Certifications

- Level 3 - USDOT
- OSHA 30 Hour General Construction
- National Safety Council Forktruck Operator Instructor

City of Mobile
Request for Proposals
RFP Number: 5830

MOBILE ALABAMA CRUISE TERMINAL
PARKING SHUTTLE SERVICE

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from transportation providers to provide a shuttle service on cruise ship passenger embarkation/debarkation days ("cruise days") for the Mobile Alabama Cruise Terminal (MACT).

Proposals Due: **4:00 p.m, Thursday, August 17, 2023**.

Mailing address
City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

,

Delivery:
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions to: Purchasing@CityofMobile.org

Timeline for Award:

Proposals due:	August 17, 2023
Notification:	August 24, 2023
Contract award	September 7, 2023
Performance begin	October 6, 2023

II. BACKGROUND / PURPOSE

A. The City of Mobile ("City or "Owner") seeks to contract with a transportation firm ("Contractor" or "Provider") to provide a shuttle service, for debarking and embarking cruise ship passengers and their luggage, between the MACT and the terminal's overflow parking lot located approximately 1000 feet southwest of the terminal, on South Water St (see **Exhibit A**, Route Map). This service will be provided to passengers arriving and departing on primarily 6 and 8-day cruise excursions aboard the Carnival *Spirit* from the MACT. All passengers debark the ship and retrieve their luggage and depart the terminal, and a new group of passengers arrive, park or are dropped off, and embark the ship for the next cruise. Each cruise aboard *Spirit* carries approximately 2,500 passengers all of whom debark and embark on the cruise day.

B. The MACT has an attached parking garage which provides most of the parking capacity for its cruising passengers. However, an average of approximately 100 vehicles, but at times up to 170 private passenger vehicles, must park offsite at the overflow lot. The parking shuttle service contractor will provide those off-site parkers efficient, expeditious, comfortable transport between the MACT and the offsite parking lot.

C. On a normal cruise day, passengers will begin disembarking almost immediately after the ship arrives, or at approximately 7:00 a.m. The parking shuttle service contractor will transport those disembarking passengers who are parked at the overflow lot from the MACT to the overflow lot with their luggage. Passenger offload from the ship is generally complete before 10:00 a.m.

D. Passengers who are embarking the ship begin arriving to the MACT and boarding the ship immediately after completion of passenger debarkation and the MACT parking garage is clear of debarking passengers. Passenger embarkation continues until approximately 2:00 PM. The City parks embarking passenger vehicles in the MACT garage until the garage is near capacity, then diverts arriving passenger vehicles to the overflow lot. Diversion of vehicles to the overflow parking lot, and the resulting need for shuttle service commencement, can begin as early as noon on normal turnaround days. The City allows vehicles diverted to the offsite lot to first offload passengers and luggage at the MACT before moving to the overflow lot. The parking shuttle service contractor will then transport those embarking drivers, and any passengers and luggage remaining with the vehicle, from the overflow lot back to the MACT.

E. The City will not know how many embarking passengers will need to use the overflow lot on any given cruise. Since MACT has only a single cruise ship turning passengers however, all vehicles in the overflow parking from the previous sailing will require shuttle services during the debarkation process. The parking shuttle contractor will thus know, at the end of the previous passenger embarkation day, how many vehicles are in the overflow lot and will require shuttle service on the next ship arrival and debarkation day.

F. When considering shuttle capacity it's important to understand the normal flow. After the ship arrives and passengers disembark, virtually all the passengers and luggage belonging to the overflow cars will require transportation. (The MACT has found figuring 3 persons per overflow car is a good rule of thumb.) Debarkation can happen very quickly, and the parking shuttle contractor must have the appropriate capacity to move over 200 people and their luggage to the offsite lot within 2.5 hours, with a minimal amount of waiting. When passengers arrive at the terminal and are directed to overflow parking they will typically drop off all their

passengers and luggage and only the driver will proceed to the overflow lot. It is likely that far fewer persons will need a shuttle from overflow parking to the terminal than would have needed a shuttle to the offsite parking earlier in the day.

G. **Exhibit A** is the schedule of cruise "turnaround" days between October 6, 2023 and March 30, 2024. This schedule occasionally changes due to weather or ship conditions, but is provided for proposal planning purposes only. The Contractor will be required to be flexible and responsive to those changes and provide this service when required.

III. CONTRACT TERM

The City requires a transportation contractor to be in place prior to the first scheduled cruise departure after October 1, 2023, which is Friday, October 6, 2023. The default contract start date will be October 1, 2023 for a one-year term, renewal for two additional one-year terms. Contract will also terminate, without further obligation by either party, should the current scheduled cruise service to Mobile be terminated. City and Contractor may negotiate changes to the contract agreement if cruise service is expanded, or significantly altered to change capacity, frequency, or schedule.

IV. PERFORMANCE SPECIFICATIONS

A. The Contractor shall provide a comfortable, convenient, courteous, and efficient shuttle service to transport all cruise ship debarking passengers on ship debarkation days from the MACT to the offsite parking lot. Contractor shall have sufficient scalable capacity to transport up to 250 passengers and their luggage, to the offsite parking lot within 2.5 hours of disembarkation.
B. The Contractor shall transport passengers and luggage from the offsite lot to the MACT for embarkation. Contractor shall have sufficient capacity to transport up to 100 passengers and luggage to the terminal over a 2-hour period.
C. At a minimum, Contractor is required to provide, on each scheduled cruise day, three vehicles with drivers, each vehicle capable of carrying minimum of 13 passengers plus their luggage.
D. Contractor's vehicles will be required to be on scene and engaged in passenger transport for seven hours, from 7:00 am until 2:00 pm., the "core passenger service period." Possible ship delays may require this service to be extended until the ship departs.
E. Approximate ship debarkation days are indicated in **Exhibit A**, and are expected to remain similar in frequency and time of day throughout the period of the contract.
F. Contractor's vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.

G. Contractor must provide handicap passenger accessibility options. The City intends that the MACT garage will have sufficient spaces to accommodate all persons with handicapped vehicle identifiers, however the Provider must be prepared to accommodate persons with mobility impairments.
H. Provider will be required to provide suitably licensed, trained, uniformed, courteous and capable drivers.
I. Provider must provide a command-and-control plan that provides for flexible and timely response and communication with the MACT staff.

V. PRICING

The City desires to have a fixed daily rate for the minimum core passenger service period requirement of three specified vehicles plus drivers from 7:00 a.m. to 5:00 p.m. (not to exceed six hours within that window). The City will pay a separate hourly rate per additional specified vehicle with driver operating to meet additional capacity.

VI. OTHER PROVISIONS

A. Contract: Provider will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit B** in this RFP.

B. Insurance: Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence), and for Property damage ($100,000/occurrence); Automobile Liability of $500,000 bodily/property per occurrence), and Umbrella Liability of $1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

C. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

D. E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/.

E. Transportation Worker Identification Credential (TWIC): The MACT is a secure facility. Provider personnel, including shuttle drivers will not be granted unescorted access unless they have obtained and have a TWIC card in their possession. Normal passenger loading and offloading in the

MACT garage envisioned under this service will not require shuttle drivers to hold TWICs.

F. Licenses: Provider will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

G. City business license. Provider will be required to hold and maintain a City of Mobile business license.

H. City certificate. Provider will be required to possess a City of Mobile Certificate of Public Convenience and Necessity.

I. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority, City of Mobile business license, application for Certificate of Public Convenience and Necessity, and the E-Verify numbers to the City before award can be completed.

J. Non-discrimination: Provider 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

VI. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of cost-efficiency, customer-service, and logistical efficiency.

Overall solution pricing	50 pts
Operational plan	30 pts
Experience/Performance history	20 pts
Total	100 pts

VII. PROPOSAL SUBMISSIONS

A. Please use the Proposal Submission Form at the end of this RFP document **(Exhibit D)** and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly.

B. Submit proposals to be received by the City of Mobile Procurement Department by 4:00 p.m. Thursday, August 17, 2023, in a sealed package or envelope marked:

City of Mobile Request for Proposals
Mobile Alabama Cruise Terminal Parking Shuttle Service
RFP # 5830
Due 4:00 pm August 17, 2023

C. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

Packages may be delivered to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644

EXHIBITS
A Route Map
B. Mobile Alabama Cruise Terminal Tentative Berth Schedule
C. Sample Contract Template
D Proposal Submission Form

EXHIBIT A: Mobile Alabama Cruise Terminal Shuttle Route Map

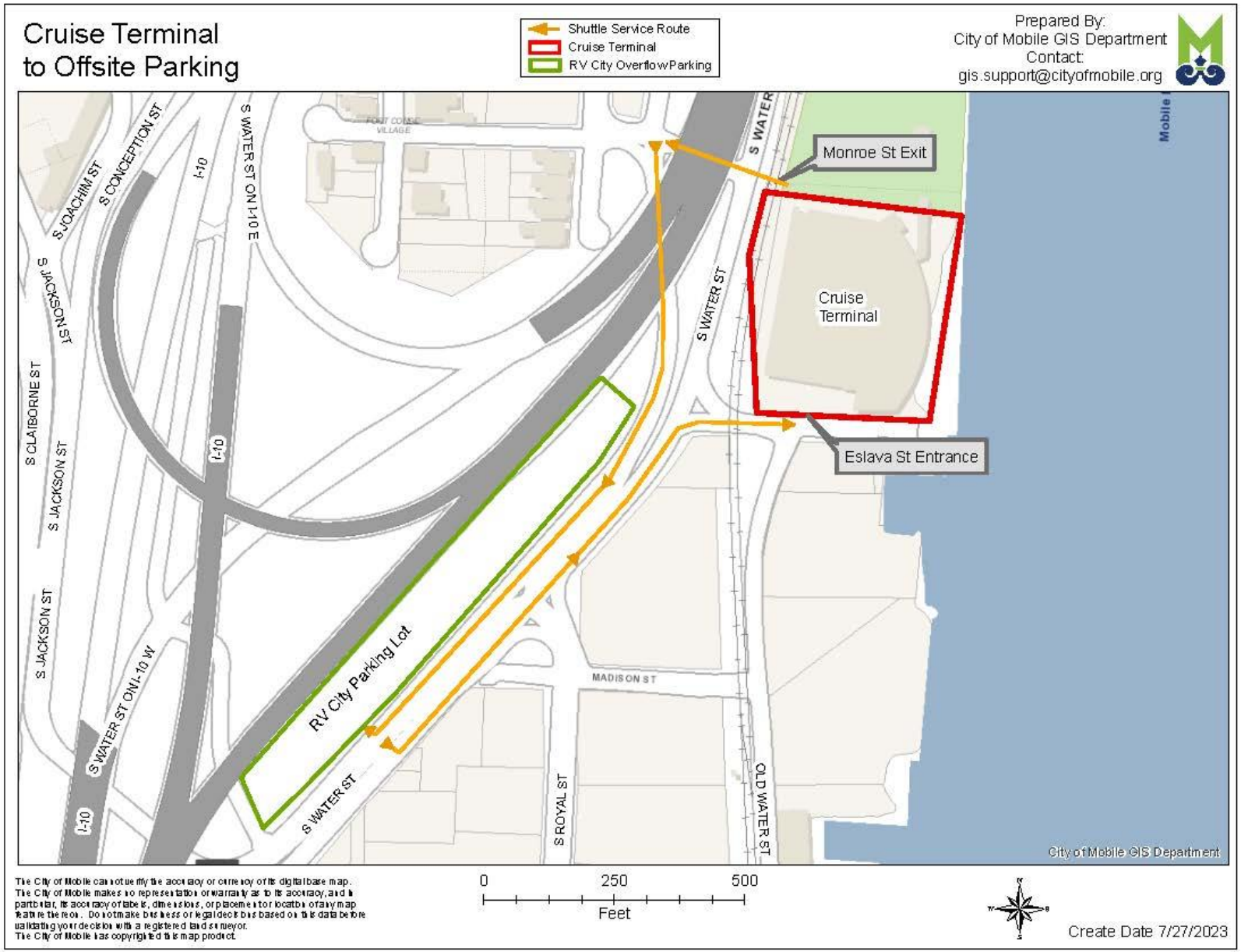


EXHIBIT B: Mobile Alabama Cruise Terminal Tentative Berth Schedule

These are the expected sailings from October 6, 2023 – March 30, 2024.

The Carnival Spirit's Cruise Schedule

2023-2024 Departures from Mobile, Alabama

Date	Day	Length
10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days

Date	Day	Length
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/10/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

Cruise Duration	If Ship Leaves On:	It Returns On:
6 Day	Sunday 4:00 pm	Saturday 8:00 am
7 Day	Saturday 4:00 pm	Saturday 8:00 am
8 Day	Friday 4:00 pm	Saturday 8:00 am
8 Day	Saturday 4:00 pm	Sunday 8:00 am

Normal schedule pending unforseen delays.

EXHIBIT C: CONTRACT TEMPLATE

Project: City of Mobile Alabama Cruise Terminal
Parking Shuttle Services

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City"), a municipal corporation organized under the laws of the State of Alabama, and ……(hereinafter "Provider" or "Operator").

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Provider shall provide Parking Shuttle Services between the City of Mobile Alabama Cruise Terminal at 205 South Water Street, Mobile, Alabama, and the Cruise Terminal's offsite parking lot. The service, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, Operating Terms for Parking Shuttle Service, which is attached to this Agreement and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured**,*** and shall attach to this Agreement, as proof thereof and as **Exhibit B**, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama. The insurance shall be in the following minimum amounts:

a. General Liability insurance – public liability, including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above)

Bodily injury and property damage combined –$500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined –$500,000 per occurrence

ARTICLE 3. Breach of Contract: In the event of any material breach by Provider of its obligations concerning health, safety or environmental matters under the terms of this Agreement, the City has the right to immediately terminate the Agreement and pay only for work successfully performed. In the event of any other material breach by Provider of its obligations under the terms of this Agreement, the City shall state its complaint(s) in writing and present them to Provider at the address provided below. Upon actual receipt, Provider shall have ten (10) days to cure all defects. In the event that either party to this Agreement engages the services of an attorney to protect or to enforce its rights with respect to the breach or apparent breach of this Agreement, then the losing party shall pay and reimburse the prevailing party for the reasonable attorneys' fees and expenses which the prevailing party incurred with respect to its enforcement of this Agreement.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Provider hereby agrees to reimburse the City for all of its reasonable costs of defense, including but not limited to all reasonable attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Provider 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 Provider. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: The City will pay Provider no more than twice per month upon Provider submission of invoice for services rendered. Provider invoices are subject to verification by the Director, Mobile Alabama Cruise Terminal, that invoiced services have been received before payment will be made. Provider shall submit invoices by mail to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: vendorinvoices@cityofmobile.org and sgurganus@shipmobile.com.

ARTICLE 11. Effective Date, Term, Renewal, and Termination of Contract: The effective date of this agreement will be October 1, 2023. This contract shall be for a term of twelve months from the effective date, with automatic renewal on October 1, 2024, for two additional one-year terms, unless either party notifies the other in writing at least sixty (60) days' prior to the end of the term of the intent not to renew for an additional term. The City or Provider may otherwise terminate the Agreement at any time for convenience upon sixty (60) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Procurement Officer
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ARTICLE 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

ARTICLE 18. Assignment. Provider shall not assign any of his rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

ARTICLE 19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

ARTICLE 20. Unenforceability of Provisions. Remainder of Contract Valid. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

SAMPLE

ARTICLE 21. Default. A party to this Agreement shall be in default if it materially breaches any of the provisions herein or if any representation or warranty made by either Provider or the City shall have been false or misleading in any material respect as of the date on which such representations or warranty was made, including any party's misrepresentation concerning its financial condition.

ARTICLE 22. Representations and Warranties. Both parties to this Agreement represent and warrant that each of them has the power to enter into this Agreement, that there are no unresolved claims or disputes between them, that both shall furnish true and correct financial statements, records, certifications and other information as may be reasonably requested and that in carrying out this Agreement, the parties are not knowingly in violation of any local, state or federal law related to the services provided herein.

ARTICLE 23. Force Majeure. Neither party shall be deemed to be in default on account of any Acts of God, act of a public enemy act of a superior governmental authority, major weather disturbance or any other identifiable circumstance of such a significant nature that a reasonable person would believe is beyond the control of either party to this Agreement.

ARTICLE 24. Signatures:

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

PROVIDER, _____

_____ , Its _____ (title)
On behalf of Provider

_____ Date

Acknowledgement

The State of _____}

_____County}

I, _____, a Notary Public, in and for said County in said State, hereby certify

that _____ whose name as _____ of _____, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the

SAMPLE

contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____, 20__

(Seal) Notary Public

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A Operating Terms for Parking Shuttle Service
B Liability Insurance

SAMPLE

CONTRACT DRAFT EXHIBIT A
OPERATING TERMS FOR PARKING SHUTTLE SERVICE

1. General Requirements. Subject to the terms and conditions of this Agreement, Provider shall serve as an independent Provider of the City to provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking lot. This service will be provided to passengers departing and arriving on multi-day cruise excursions from the MACT.

a. Provider will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Provider acknowledges that Provider has been provided a schedule of expected MACT sailing days. The City is required to keep Provider informed of schedule changes and updates.

b. Provider shall operate the shuttle service on cruise sailing days from 7:00AM to 2:00PM (core passenger service period). Possible ship delays may require this service to be extended until the ship departs.

c. Provider must provide and operate, at a minimum, three clean, comfortable, climate-controlled passenger vehicles with licensed and capable driver during the core passenger service period. Each passenger vehicle must have a minimum capacity of thirteen passengers plus luggage,

d. Provider must provide and additionally operate, on 24-hour notice, additional passenger capacity of at least two additional vehicles with licensed and capable driver of minimum capacity of thirteen passengers plus luggage

e. Provider shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.

f. Provider must provide a command, control, and communications system between all of its vehicles, a centralized dispatch, and the MACT.

g. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Provider shall not charge

SAMPLE

passengers for this service. Provider shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

h. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

2. Compensation. The Provider shall earn $ per sailing day for the core passenger service period. Any irregular operations that occur other than scheduled sailing days or extended hours past 5:00 pm will be compensated at an additional hourly rate of $_____ per hour for a minimum 13 passenger plus luggage vehicle and driver.

3. Expenses. Provider shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Provider Taxes. Provider shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

SAMPLE

EXHIBIT D
PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name _____
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: _____ Title:_____

Email _____ Phone:_____

Corporate mailing address:

<u>Pricing</u> (50 points):

Daily rate for 6 hours x 3 vehicles + drivers: _____

Hourly rate for additional vehicles + drivers _____
(Note: this rate is for the 13+ pax standard vehicle +driver)

IF you wish to offer additional hourly rate options, please indicate here

Option 1: _____ Rate: _____

Option 2: _____ Rate:_____

Plan (40 points):
Please indicate how you intend to accomplish the work required. Please include, at a minimum:

- The types of vehicles you intend to use, with photos
- Licensure, training, experience, and appearance of drivers
- How you will maintain communications with your drivers and the MACT
- How you will be prepared to dispatch additional resources, if required

Your flexibility to accommodate late ship arrivals
Key personnel names and roles
Subcontractors you intend to use (if any)

Past Performance (30 points)
Please indicate your company experience with similar shuttle contracts. Please include a brief description of the size, scope and frequency of the operation, and contact information for your customer/hiring entity.

Additional Information
Please provide copies of relevant certificates or licenses you already possess (may include):
State of Alabama Certificate of Authority to Operate
City of Mobile Business License
City of Mobile Certificate of Public Convenience & Necessity

SIGNATURE
I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write “None” below).

_____

_____

_____

_____

_____

Proposer Corp. Name:_____

Authorized Agent Name (PRINTED):_____

Signature:_____

Title:_____

Date: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Sheila Gurganus, Cruise Terminal

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Securitas Security Services USA, Inc., for unarmed Security force to patrol the facility on cruise turnaround days to implement the Terminal's federally-required Security plan. One-year contract, renewable for two addl one-year periods, is to provide that security force. Cruise Term Exp.

Amount of Contract:

NTE $75,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 60206020-42210 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Cruise Terminal Security Guards Agenda Package	Cover Memo	9/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/6/2023 - 8:14 AM
Legal	Kern, Chris	Approved	9/6/2023 - 4:22 PM
			9/6/2023 - 4:23

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Securitas Security Services USA, Inc, in the amount not to exceed $75,000 per year, for one year, and renewable without additional action by Council, for two additional years , for the provision of unarmed guard security services at the City of Mobile Alabama Cruise Terminal 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

DocuSign Envelope ID: 9385B67D-5EFF-4DEC-AD15-FF60346F0DE6

City of Mobile
Cruise Terminal Security Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 2023 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Securitas Security Services USA, Inc. (hereinafter "Contractor" or "Provider"), a for-profit corporation organized under the laws of the State of Delaware.

WHEREAS, the City desires to provide security services for the Mobile, Alabama Cruise Terminal, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods.

ARTICLE 2. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama:

1. General Liability Insurance – public liability including premises, products and complete operations:
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence
    b. Property damage liability - $200,000 each occurrence
    c. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – $1,000,000 occurrence

2. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence.
    b. Property damage liability - $200,000 each occurrence
    c. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – $1,000,000 occurrence.

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3. Professional Liability Insurance: $500,000 per occurrence; $1,000,000 aggregate

4. Statutory Workers Compensation insurance.

Evidence of such insurance shall be included as **Exhibit B** to this contract. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Agreement, subject to the terms of Contractor's insurance.

ARTICLE 5. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten business (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 6. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and reasonable attorneys' fees) (collectively, "Claims") to the extent such Claims are caused by Contractor's gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement. Contractor's liability will in no event exceed $1 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of the premises where the services are performed. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors

ARTICLE 7. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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ARTICLE 8. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 9. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A.**

ARTICLE 10. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 11. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement in accordance with Article 5. The City may elect for any reason to terminate the agreement with 60 calendar day notification to the Contractor. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. Contractor may terminate the Agreement, in whole or in part, and without cause or penalty upon sixty days' written notice.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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Notices to Contractor shall be mailed to:
Securitas Services USA, Inc.
917 Western America Circle, Suite 311
Mobile, AL 36609

ARTICLE 15. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Securitas Security Services USA, Inc.

Toleman Mills , Its Area Vice President (title)
On behalf of Contractor

9/5/2023 Date

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, David Lawley, a Notary Public, in and for said County in said State, hereby certify that

Toleman Mills (signer name) as Area Vice President (title) of Securitas Services, USA, Inc, 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 5th day of September, 2023

, Notary Public
(Seal)

FOR THE CITY

Its Mayor

Date

ATTEST:

City Clerk

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_____ Date

EXHIBIT A: Scope of Work
EXHIBIT B: Insurance

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EXHIBIT A Scope of Work

I. MISSION

A. The Mobile Alabama Cruise Terminal (MACT), owned and operated by the City of Mobile, requires the services of unarmed, uniformed security guards for the security and protection of the MACT and passengers on days when MACT is "active". The active days at MACT that will require contract security services will include:
   a. Scheduled cruise "turnaround" days when passengers are offloaded after cruise termination and onloaded for the beginning of the next cruise,
   b. Scheduled vessel port call days, when cruise vessels visit Mobile for single day passenger excursions, and
   c. Emergency ship dockings for cruise vessels that may be diverted from other ports or make short-notice visits to MACT.

B. Provider will protect the MACT and adjacent City property, and its occupants, from crime, fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence, and promote the safe and efficient use of the MACT by the City. Provider will work closely with MACT staff, Cruise line staff, Mobile Police and Fire, and federal agencies operating in the MACT.

C. Provider's on-site workforce will be required to perform the following security functions, including but not limited to:
   a. greet passengers,
   b. review cruise documentation,
   c. understand the security requirements for the cruise facility,
   d. direct traffic,
   e. screen large transfer trucks and automobiles,
   f. staff security posts
   g. participate in required training and drills.
   h. patrol building interiors and exteriors and adjacent property,
   i. check employee identification badges
   j. maintain visitor logs
   k. perform other security services deemed necessary by the MACT to maintain safety and security at each facility.

D. To perform these tasks, Provider's employees must be able to stand for extended periods of time, bend, climb, lift 25 pounds, and read, write, and speak English. They must be able to work outdoors during periods of inclement weather. Guards must be able to properly and clearly communicate on and operate a portable, hand held radio.

E. Providers employees will serve as visible representatives of MACT and the City of Mobile and must positively and professionally interact with the general public, sworn law enforcement personnel, and other cruise terminal staff and

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contract employees. They must present a professional appearance and demeanor in uniform.

II. SPECIFICATIONS

A. Provider will accomplish this Mission with a professional security force on site at the MACT on specified days and for specified time periods when the MACT is "active" for passenger cruise vessel activity. The listing of scheduled and expected MACT "active" days for the coming year is provided below:

THE CARNIVAL SPIRIT'S CRUISE SCHEDULE

2023-2024 DEPARTURES FROM PORT CANAVERAL, FL

DATE	DAY	LENGTH
10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days

DATE	DAY	LENGTH
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/10/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

CRUISE DURATION	IF SHIP LEAVES ON:	IT RETURNS ON:
6 Day	Sunday 4:00 pm	Saturday 8:00 am
7 Day	Saturday 4:00 pm	Saturday 8:00 am
8 Day	Friday 4:00 pm	Saturday 8:00 am
8 Day	Saturday 4:00 pm	Sunday 8:00 am

Normal schedule pending unforseen delays.

B. On days when MACT is active with a Carnival cruise vessel passenger turnaround (ending one cruise in the morning and beginning a new one in the afternoon, with the resultant passenger turnover), the Provider will provide 13 uniformed security guards ("guards") for the core hours of the evolution. Core

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hours requiring the presence of guards for turnaround days are 0600-1600 hours. The Provider must be able to flex hours on short notice on specific turnaround days to accommodate last minute changes to ship schedules.

C. MACT also expects to be active on other days for scheduled cruise vessel passenger excursion port calls, or emergency cruise vessel dockings. The Provider shall provide some lesser number of guards on these other active MACT days. The City will coordinate with the Provide on the right size security force for those other active days. It is estimated these other days will number less than 10 in a calendar year, and that the average workforce expected for such days will be one supervisor and five guards for the core hours of 0600-1600.

D. The Provider shall, in addition to the guards, and whenever guards are present, provide one uniformed security supervisor ("supervisor") on active MACT days. The role of the supervisor will be to oversee and direct the work of the guards and interact with and take direction from the Cruise Terminal Director ("Director") or Facility Security Officer ("FSO") or their designated representatives.

E. The Provider shall also provide one supervisor on non-active days to MACT when required for meetings or training, upon 24-hour notice by the Director or FSO.

F. <u>There is no minimum guarantee as to the number of hours the City will employ guard and supervisor services. Cruise line schedule changes or emergency conditions may merit significant changes in actual service requirements. These numbers are estimates only; Provider may only bill and the City will only pay for guard services actually used.</u>

G. Provider shall have its supervisor and guards attend up to 12 hours of startup training prior to assuming contract services. Training will be provided by the FSO and a location to be determined. Guards and supervisors will be expected to attend annual refresher training regarding MACT operations, and may be expected to attend other training as directed by the Director or FSO. City will pay Provider for these training attendance hours for supervisors and guards.

H. The Provider shall maintain a roster of at least 15 persons from which to fill the 13 guard positions. All persons on the roster will be pre-approved by the City.

I. The Provider shall coordinate the time, key access and other conditions for security with the MACT Facility Security Officer (FSO).

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J. Provider shall additionally, independent of the supervisor, monitor the performance of the guards and shall, at unannounced intervals, call on the MACT to determine the manner in which guards and supervisor are discharging their duties. Reports of these inspections shall be provided to the MACT Facility Security Officer (FSO), along with monthly time sheets.

K. Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls within thirty minutes of receipt by the answering service.

III. EQUIPMENT AND UNIFORMS

A. Provider is to provide uniforms for all supervisors and guards. Uniforms shall be distinctly different than those worn by City of Mobile Police. Uniforms must have the identifying company name and include non-slip, closed toe black shoes and standard outerwear applicable to the environmental conditions. The selection of the uniform must be agreeable to the MACT Terminal Director. Uniform appearance must be standard, professional in appearance, with all clothes in good repair, cleaned and pressed, and shoes clean and polished.

B. Provider will equip its guards with all necessary personal security and safety equipment. This will include sunglasses, safety traffic vests, bottled water, and guard houses. Guards will not carry law enforcement or personal self-defense equipment unless specifically authorized by the Director or FSO.

C. Guards will not carry law enforcement or self-defense equipment unless specifically authorized by the Director or FSO.

D. City will provide all equipment necessary for screening, first aid, and protective equipment for specific missions, including disposable rubber gloves. City will provide communications devices, parking, restroom, and breakroom facilities. Any equipment/software provided by Contractor (or information collected therewith) in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to Client, and Contractor will remove its equipment/software upon termination of this Agreement.

IV. COMPENSATION

A. The City will compensate the Provider on a monthly basis for the number of documented and approved hours worked by the guards and supervisors at the agreed-upon hourly billing rates for the previous month. The Provider's invoice will be required to itemize wage rates it pays to guards and supervisors.

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B. Provider will maintain weekly time sheets for all hours worked by supervisors and guards. Time sheets shall track time to the tenth of an hour, and shall include agreed upon break periods. Transit time will not be included.

C. There will be no differentiation in hourly cost to the City for holidays or for overtime.

D. The City may agree to adjust compensation rates during the contract period should Provider demonstrate good cause for wage adjustments.

E. City agrees to compensate Provider at the following **hourly** rates for guard services rendered:

   a. Supervisors: **$30.08**
   b. Guards: **$26.29**

V. MINIMUM QUALIFICATIONS

A. The Provider shall maintain licensure by the Alabama Security Regulatory Board ("ASRB") to provide the service described herein.

B. Provider's supervisors, guards, and other staff working at the MACT will be required to have a TWIC (Transportation Worker Identification Credential) before being allowed access to work in the terminal in accordance with the MACT Facility Security Plan. All Provider staff members must have their TWIC card on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Vendors shall take into account the up to 30-day application time in acquiring the TWIC credentials for their staffs and plan accordingly so as to have staff ready to assume their duties no later than the commencement of contract performance.

C. Provider's service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with Alabama Code Title 34, Chapter 27C, relating to the ASRB, and regulations prescribed by the ASRB. Any violations or non-compliance of Section 34-27C may be grounds for immediate dismissal of a particular guard or guards or termination of contract. All supervisors and guards must be currently proficient as required by ASRB standards.

D. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider until his or her character, reputation as to honesty, sobriety, and reliability have been verified be Provider. All guards shall have successfully passed a criminal background

check before placement at the MACT (i.e., no felony or misdemeanor convictions).

E. Supervisors must have the same qualifications as guards, and in addition will have at least five years' experience in commercial security or law enforcement leadership.

F. No supervisor or guard shall be employed at the MACT who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Supervisors and guards shall be promptly replaced, at the City's request, upon notice to Provider.

VI. Provider Qualification and Performance Assurance (from RFQ)

See pages Provider's RFQ submission dated June 28, 2023 copied below

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Securitas

Mobile Alabama Cruise Terminal
Attn: City of Mobile Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

06/28/2023

To Whom It May Concern,

Thank you for considering Securitas as a security services provider for the Mobile Alabama Cruise Terminal. Please find the enclosed completed "Exhibit A" and attachments as requested in the RFQ, number 5815.

We remain committed to delivering quality service and being a leader in the security industry. Thank you for your time and consideration, and please feel free to reach out to me should you have any questions.

Sincerely,

David Lawley
District Manager, (251) 605-9332
Securitas Security Services, USA

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EXHIBIT A

QUALIFICATIONS SUBMISSION

Business Name (as on W-9): Securitas Security Services USA

Qualification narrative (please limit total submission to 20 pages or less):

1. Resumes and Qualfications of Company President/CEO, and key personnel who would be involved in this contract.
2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.
3. Description of your training protocol and training approach to this work.
4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.
5. Photograph of the uniform you would intend to use for this operation
6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.
7. Please attach your current Alabama Security Regulatory Board Certificate (s)
8. Please provide you IRS Form W9
9. Please provide your Experience History in the last 3 years (see following template)

RATES

The City expects to compensate Provider based on comprehensive hourly rates invoiced for security services rendered. Please provide below the hourly rates for which you intend to provide the security service. This is not a "low-bid" solicitation. The City expects the quality of guard services to be reflected in the hourly rates Provider pays guards and supervisors and acc.

Supervisor – hourly rate	$30.08	per hour x 0.2 =	$6.02	
Guard – hourly rate	$26.29	per hour x 0.8 =	$21.03	
Total weighted offer rate:			$27.05	/hour

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Mobile Alabama Cruise Terminal
Security Service
RFQ # 5815
Due: June 29, 2023

QUALIFICATIONS SUBMISSION

Business Name (as on W-9): Securitas Security Services USA

Qualification narrative (please limit total submission to 20 pages or less):

1. Resumes and Qualifications of Company President/CEO, and key personnel who would be involved in this contract.
    - See attached resumes for Dave McAllister-Region President, Toleman Mills-Area Vice President, and David Lawley – District Manager

2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.
    - Securitas has provided and continues to provide security services for Carnival Cruise lines at the Mobile Cruise Terminal since 2019 and as such has direct, and successful experience as related to the Cruise Terminal regulations and requirements.
    - Upon being awarded the Mobile Cruise Terminal contract Securitas will continue to recruit, hire and train Security Officers who will meet the same level of professionalism, hospitality, and security proficiency as those who have been successful working under the carnival cruise line operation.
    - Securitas Electronic Time Keeping (ETK) ensures consistent and accurate compensation for our team.
    - Retention is accomplished through use of ETK, in-depth training, and numerous perks and benefits offered to all Securitas employees.

3. Description of your training protocol and training approach to this work.
    - 8 hours of basic security officer training during orientation,
    - Creation of site-specific post orders which detail duties and requirements of each post. All officers are trained according to those post orders,
    - Site specific training will be conducted prior to working on post and as needed to ensure proficiency,
    - All officers will receive required MTSA training prior to working on site.

4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.
    - No intended subcontractor work.

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5. Photograph of the uniform you would intend to use for this operation
    - See attached
6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.
    - See attached "Securitas Executive Summary"
7. Please attach your current Alabama Security Regulatory Board Certificate (s)
    - See attached
8. Please provide you IRS Form W9
    - See attached
9. Please provide your Experience History in the last 3 years (see following template)
    - See attached

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David F. McAllister

C: (404) 673-9392
david.mcallister@securitasinc.com

Business Executive

Innovative, customer centric leader with a commitment to driving growth in a complex and changing Security environment. Unique career combines 20+ years leading public safety organizations at the highest levels with seven years of leadership roles in the South Region of Securitas. My work history is marked by using data driven solutions to find efficiencies in any operation.

Skills

P & L Management	Human Resource Management
Employment Law / Compliance	Budgeting
Team Building	Data Analysis
Client Engagement	Leadership
Training	Problem Solving

Professional Experience

SECURITAS SECURITY SERVICES, INC **08/2012 – Present**

Regional President – South Region (2019 – Present)

In this role I have overall management of 11 States and the Island of Puerto Rico comprising approximately $650 million dollars in business. Strategic Direction, P&L management, corporate governance is all within my scope of responsibility.

Regional Vice President of Human Resources (2013 – 2019)

In this role I lead all aspects of the people management side of the business to include recruiting, selection, onboarding, training, retention, employment law and compliance. My role in the South is unique in that I also act primarily as the Vice President of Operations; directing Area Vice Presidents and Branch Managers on all aspects of their P&L, client relations and retention, and growth strategies. In the event of an AVP vacancy, I manage and lead the area until a successor is named. During my tenure I have managed Central Texas, Tennessee, Oklahoma, North Carolina, and Mississippi for various lengths of time. In addition, I have significant experience managing large special events and disaster responses.

Branch Manager (2012 – 2013)

In this role I managed a diverse portfolio of clients in the Atlanta area including hotels, residential properties, industrial sites, and large special events. During my tenure I not only grew my portfolio through sales but was able to convert clients into using tools to enhance their security programs. My quickly gained level of expertise allowed me to train two new branch managers during my tenure.

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TOWN OF BLUFFTON POLICE DEPARTMENT, South Carolina **02/2006 – 08/2012**

Chief of Police

I was hired after the former Chief was forced out due to rampant corruption within the department. With the town and county growing at the fastest rate in the state, I was tasked with creating a model police department to serve the residents. This included the creation of all new policies, procedures, hiring, and conduct standards for the department. In addition, I trained a police force to handle not only crime but community service as well. During my tenure the department grew by nearly 200% and achieved national accreditation. I also secured funding, planned, and constructed a state-of-the-art police facility.

NEW CASTLE COUNTY POLICE DEPARTMENT, Delaware **01/1992 – 01/2006**

Chief of Police (07/2003 – 01/2006)
Police Lieutenant (01/2002 – 07/2003)
Police Sergeant (04/1998 – 01/2002)
Patrol Officer (01/1992 – 04/1998)

I began as a police officer in this large county police agency and rose through the ranks to be named Chief of Police in 2003. During my time in the department I served in nearly every specialized unit, developing efficiencies and processes in each. As chief, I commanded not only the sworn police officers, but the call center, fire service and paramedics. My experience with the department included presiding over the largest technology enhancement program in the history of the department, creation of a cutting-edge repeat call analysis program to better deploy forces across the jurisdiction, and the funding, planning and construction of a $50 million-dollar public safety facility.

Education

University of Louisville, Louisville, KY
Master of Science in Justice Administration

Wilmington University, New Castle, DE
Master of Science in Human Resource Management

University of Delaware, Newark, DE
Bachelor of Arts in History

Professional Affiliations

Society for Human Resource Management (SHRM), Alexandria, VA
International Public Management Association for Human Resources (IPHM-HR), Alexandria, VA
American Society of Industrial Security (ASIS), Alexandria, VA
Police Executive Research Forum (PERF), Washington, DC
Law Enforcement Executive Development Association (FBI-LEEDA), Malvern, PA
International Association of Chiefs of Police (IACP), Alexandria, VA
Southern Police Institute Alumni Association (SPIAA), University of Louisville, KY
Commission on Accreditation for Law Enforcement Agencies
Chairman of the Board, Police Athletic League of Delaware, 2003 - 2006

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TOLEMAN MILLS, MBA

601.331.5401 | tolemanmills1@gmail.com | www.linkedin.com/in/toleman-mills

SENIOR MANAGER & CUSTOMER SUCCESS SPECIALIST

Building success for enterprises and multimillion-dollar revenue growth through unparalleled customer service.
Developing and deploying internal procedures and efficient workflows to accelerate customer support.

■ ■ ■

Solutions-focused and transformative leader leveraging sales and operations experience as well maintaining a competitive edge in key business management and sales growth roles. Demonstrate and boost the value of a company's service/product line while taking ownership of client issues with a passion to enhance the customer experience. Enhance customer service quality outcomes by researching, analyzing, and overhauling procedures, tracking outcomes, and disseminating service metrics. Collaborate cross-functionally to drive improved service standards and resolution of challenges. Well-versed in acting as a liaison between the customer and other departments while scaling and managing daily operations of rapid-growth enterprises. Expertise in understanding market dynamics, industry trends, customer challenges, and competitive positioning with a big-picture vision and consensus-driven leadership style that empowers staff to brainstorm solutions. United States veteran and skilled communicator with a commitment to superior standards of excellence.

Core Competencies

- Emotional Intelligence
- Cross-Functional Leadership
- Sales & Marketing
- Consultative Approach
- Strategic Vision & Planning
- Leadership & Teambuilding
- Relationship Management
- Solution Orientation
- Employee & Client Satisfaction
- Extreme Ownership
- Service Metric Tracking
- Customer Satisfaction

Professional Experience

SECURITAS

Area Vice President • 2022 - Present

Direct responsibility for an area comprised of ~900 employees in sales, operations, and HR in 4 states, generating $32M+ in annual sales. Take charge of customer success, satisfaction, and retention by facilitating business reviews with clients, service performance evaluations, and client success planning. Assess operational and financial reports as well as KPIs to identify opportunities for continuous improvement of area performance. Ensure operations' optimal profitability by taking full P&L responsibility for the area.

MATHESON/TAIYO NIPPON SANSO

Regional General Manager • 2019- 2022



Developed, led, and implemented strategic sales initiatives within a multi-state region. Aggressively drove sales to surpass target goals while overseeing contracts. Constructed and directed a performance-driven, engaged team navigating fast-paced environments to increase revenue while simultaneously reducing operating expenses.

- *Managed a ~$67M+ P&L, coached and developed effective teams consisting of 115 employees. Steered teams to exceed goals for revenue, margin, and market share through 11 retail & distribution locations.*
- *Recruited, mentored, and led a performance-driven team of sales and operational leaders, developing creativity and innovation to maximize results.*
  - *Managed an inspired sales team that has signed over $12.9M in new business, exceeding sales driven KPI's in FY22.*

- *Provided guidance to an operations team that initiated Lean, 5S, and Six Sigma disciplines to identify over $675,000 of savings.*

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- *Drove KPI achievement = top line revenue up 11.2% YOY FY22, GM of 67% or 5% improvement YOY FY22, operating income up 12% YOY FY22 (37.1% of sales), EBITDA up 12% YOY FY22 (41.4% of sales), OPEX at 29% of sales on goal of 30% FY22.*
- *Developed and cultivated a region within the east zone strategically using key performance indicators (KPI), data, and analysis to develop targeted action plans. Monitored and adjusted initiatives and KPIs to capitalize performance.*

Airgas/Air Liquide

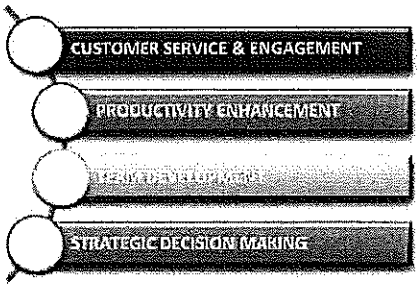
District Manager • **2015 – 2019**

Directed, managed, and administered the P&L for 10 retail locations, encompassing 9,000+ customer accounts that produce $32M annually. Strategically developed sales and business plans to aggressively grow territory.

- *Methodically identified underperformance districts, then used strategic analysis of data, KPIs, and financial reports to develop and implement action plans to exceed sales quotas.*
  - *In 2019, led sales team to successfully rank in 1st place across the company, improving top line sales by 11%, exceeding GM budget by 9%, and improving operational expenses by 3%.*
  - *Innovatively utilized metrics and KPIs from the sales dashboard to compare team performance to other districts, identifying growth areas, and then employed strategies for improvement.*
- *Recruited, interviewed, and selected talent to build an achievement-oriented sales team. Mentored and developed team creativity and excellence to maximize succession planning, district growth, and performance.*
  - *In 2 months, successfully aligned other companies into territory, updating SAP data processing to facilitate the transition.*
  - *Awarded "Branch of the Year" for excellence in guiding and developing a team through a critical transition.*

Area Branch Manager • **2013 – 2015**

Effectively led all business and customer service initiatives and operations across 3 branch locations, adhering to internal and external regulatory compliance policies and procedures while developing an engaged and productive team.



- *Used a solutions-oriented mindset with current and prospective clients to creatively and strategically problem solve, increase customer loyalty, and provide excellent customer service.*
- *Successfully opened a third location by acquiring a $2M manufacturing account and oversaw all acquisition logistics to meet internal deadlines and drive growth.*
  - *Awarded "Branch of the Year" within the first year of opening.*

Branch Manager • **2010 – 2013**

Spearheaded and guided all business and sales operations of 2 branch locations, effectively cultivating relationships with community stakeholders and other branch managers to drive growth. Developed, trained, and coached all incoming branch associates.

- *Increased profits and efficiencies at a failing location by overseeing associate re-staffing and training and conducting a complete overhaul of warehouse operations. Improved inventory accuracy by 95% and reduced inventory shrink by 9%.*
- *Negotiated advantageous pricing and discounts to strengthen client pipeline and uphold sales objectives.*

Leadership Development & Training

Sandler Sales Training – Bronze Level | **Airgas/Airliquide Leadership Program** – DDI Trained | **360 Feedback Training/Passport to Leadership Training** – Airgas/Airliquide | **CS2 Training** – Airgas

Educational Background

MASTER OF BUSINESS ADMINISTRATION (MBA) • Indiana Wesleyan University, Marion, IN

BACHELOR OF SCIENCE, MARKETING • Northern Kentucky University, Highland Heights, KY

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David W. Lawley

2534 Hedgerow Dr.
Mobile, AL 36695
(225) 828-8551
david.lawley@outlook.com

Summary
Resourceful Manager offering history of success coordinating and monitoring operations across various departments and locations. Effective leader and problem solver dedicated to streamlining operations to decrease costs and promote organizational efficiency. Highly committed with a hard-working mentality to maintain quality of services and products.

August 2022 - Present
Securitas, Mobile, AL - *District Manager*

- Analyze operational and financial indicators to continuously improve portfolio performance.
- Accountable for full profit and loss management, ensuring profitable operations.
- Meet regularly with client partners to grow and maintain strong business relationships to improve client retention.
- Assist and support the Business Development Manager in contract negotiations, new start-ups, planning, and assessments.
- Create Post Orders and update as needed/required.
- Manage employee payroll and client invoicing, ensuring employees are paid and clients are invoiced properly and in a timely manner.
- Recruit, select, orient, train, and develop staff.
- Provide input and participate in Region and Area initiatives.
- Propose technology enhancements to clients by demonstrating capabilities and benefits.

June 2020 - December 2021
Surge Adventure Park, Metairie, LA - *District Manager*

- Monitored customer buying trends, market conditions and competitor actions to adjust strategies and achieve sales goals.
- Worked diligently to resolve unique and recurring complaints, promoting loyalty and enhancing operations.
- Built positive and productive relationships with store and field leadership.
- Boosted bottom line profits by devising and optimizing effective sales and merchandising programs.

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- Hired and led General Managers and supervisors for a family entertainment organization.
- Spearheaded routine operations and special program initiatives for regional groups.
- Coordinated with other district managers to actualize strategies for improving performance and growing circulation volumes and sales.
- Improved operational standards, personnel moves, and merchandising strategies.
- Held weekly meetings with General Managers to identify techniques to overcome sales obstacles and improve bottom line performance.
- Supervised 10 locations to enforce high quality standards of operation.

March 2019 - June 2020

Sheraton Hotel, New Orleans, LA - *Loss Prevention Manager*

- Attentively monitored hotel and surrounding areas for signs of attempted theft by customers or personnel, intervening when necessary.
- Upheld strict security and safety procedures to protect business from financial losses due to theft or careless mismanagement.
- Generated comprehensive reports documenting evidence of attempted theft and recovered merchandise.
- Trained loss prevention staff, hotel managers and hotel employees on loss control and prevention measures.
- Monitored report procedures to prevent error related losses.
- Supervised surveillance, detection and criminal processing related to theft and criminal cases.
- Performed thorough cash audits and deposit investigations.
- Headed safety and loss prevention programs by guiding staff.
- Developed and launched on site client training seminars to foster understanding and implementation of loss control strategies.
- Supported audits, shortage control initiatives, and disposition by preparing and reviewing associated paperwork.
- Calmly and efficiently addressed emergency situations such as safety hazards and threats to life or property, deescalating when possible and directing guests to safety.
- Delivered training to all new executives and asset protection personnel, both one on one and in group settings.

October 2016 - January 2019

Admiral Security, New Orleans, LA - *General Manager*

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- Managed budget implementations, employee reviews, training, schedules and contract negotiations.
- Organized budgets, oversaw P&Ls and achieved margin targets consistently to stay on track with growth plans.
- Delivered business strategy and developed systems and procedures to improve operational quality and team efficiency.
- Drove year over year business growth while leading operations, strategic vision and long range planning.
- Established and administered annual budget with controls to prevent overages, minimize burn rate and support sustainability objectives.
- Maximized efficiency by coaching and mentoring personnel on management principles, industry practices, company procedures and technology systems.
- Enhanced operational efficiency and productivity by managing budgets, accounts and costs.
- Implemented operational strategies and effectively built customer and employee loyalty.
- Reduced costs, managed delivery schedules and performed risk analysis to improve overall profitability.

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Executive Summary

Introduction

- Securitas is the industry leader in Protective Services.
- **Local Focus** - Securitas has nearly 550 local district managers throughout North America. Each district manager offers the commitment of a small business owner, with P&L responsibility for his/her local business operation. Every client is equally important.
- **Global Presence** - Securitas is the world's largest provider of security officers and related services. We are established in 48 countries including the U.S., Canada, Mexico, Europe, South America and Asia.
- **World Class** - It is Securitas USA's ongoing goal to set the industry standard and continually raise the bar. To this end, we have implemented a comprehensive Total Quality Management approach to doing business.
- Securitas has approximately 123,000 North America employees and 370,000 employees worldwide.
- Securitas has three business segments: Security Services North America, Security Services Europe and Security Services Ibero-America.
- Department of Homeland Security Designation - SAFETY Act

Company History

- Global revenues in 2020 were $13.1 Billion.
- North America revenues in 2020 were $5.8 Billion.
- Securitas acquired Pinkerton in 1999.
- Securitas acquired Burns International and smaller companies in 2000.
- In July 2003, all U.S. operations united under the single name of Securitas Security Services USA, Inc.
- In 2015, Securitas AB acquired the electronic assets of Diebold, becoming a leading provider of electronic security solutions and services to business customers.

Capabilities Overview

Securitas Security Services USA, Inc. provides Securitas Protective Services including On-site, Mobile and Remote Guarding; Electronic Security; Fire & Safety; and Corporate Risk Management through our parent company, Securitas AB.

People

Selection and Hiring

- Securitas utilizes a wide range of recruiting sources. Aside from the Talent Network, our recruiting resources include our recruiting web page, www.securitasjobs.com; local news media; college campus placement centers; state employment agencies; veterans' groups; senior organizations; local social service agencies; private industry councils, vocational centers; military organizations; law enforcement agencies; job fairs; specifically targeted groups; employee referrals (which provide referral bonuses); and many other qualified employment sources listed in our best practices. In low unemployment areas, we may offer sign-on bonuses (based on length of employment).

Minimum Hiring Standards:

- At least age 18.
- A reliable means of communication.
- A reliable means of transportation.

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- The legal right to work in the United States.
- The ability to effectively speak, read, and write English.
- A high school diploma or GED.
- Willingness to participate in the company's pre-employment screening process, including a background investigation and drug screen.

Eight Step Hiring Process:

1. Comprehensive job application
2. Initial interview
3. Background verification
4. Drug Screening
5. Assignment/scheduling meeting
6. Site interview with client
7. Security officer introduction/examination
8. E-Verify™ Work Confirmation

Benefits/Incentive Plans

- Affordable Care Act compliant plans
- Dental plans
- Vision care
- 401(k) savings plan
- Life and accident insurance
- Voluntary supplemental life insurance
- Employee assistance program
- Local services and discount programs
- Holiday pay
- Paid vacations
- Free uniforms
- Weekly direct deposit
- Sons and Daughters Scholarship Program
- Awards and recognition programs

Procedures

Account Management

- Site Supervision: Site Manager, Shift Supervisors, Field Supervisors, Flex Force
- District Supervision: Area Vice President, District Manager, Human Resource Manager, Recruiter, Training Manager, Scheduling Manager, Accounts Payable/Receivable
- Regional Support Teams: Region President, Vice President of Sales, Vice President of Human Resources and Training, Regional Controller

Post Orders Document System (PODS)

- PODS is a proprietary software program that ensures all the client's requirements are being met in the post orders. This template ensures consistency and provides our officers with the detailed information needed to perform their jobs to your expectations.

Transition Plan

- Detailed transition schedule with timelines and action plans
- Transitions are typically completed within thirty (30) days of an agreement
- Implementation Plan within the first 60 days of account start up (calls for enhanced management presence on site)

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Training

- Level 1 Training: Introduction to Security
- Level 2 Training: Career Development, Site Specific Training and Advanced Certification Training (ACT)
- Level 3 Training: Specialized Training
- E-Learning and the Securitas On-line Academy
- Ongoing professional development
- Annual refresher training
- Value-added training solutions
- Additional specialized training programs per industry/market
- Supervisor training

Tools

- **Workforce Management (WFM):** Electronic timekeeping and scheduling automation which ensures accuracy and confidence. Scheduling data includes post names, employee information and client information. Scheduling data automatically drives both payroll and billing transactions.
- **SecuritasConnect:** A secure Client Portal that gives instant access to your facility's critical information in real time. You have the capability to access this data 24 hours a day, 365 days a year.
- **SecuritasVision:** A secure scalable web-based application that helps us bring innovation, accountability and efficiency to your facility. It can be deployed at a single property or across your entire organization, and combines incident management, tour verification, task scheduling and incident alert notification in one easy-to-use application.
  - Post Confirmation System – electronic, proprietary officer check-in system that verifies posts are staffed.
  - Proof of Visit System – documents supervisor inspections.
- National Communications Center – 24/7 call center for clients and security officers.

Feedback

- **Excellence in Service Program**
- **Client Service Plan:** Primary tool used to measure and monitor client security goals.
- **Service Enhancement Plan:** Used to implement and monitor improvement actions.
- **Service Delivery History:** Documents meetings/communications between client and Securitas management.
- **Client Service Review:** Our monthly 'report card.' Clients help rate and define a variety of performance categories to help ensure we consistently meet or exceed your expectations.

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State Of Alabama

Alabama Security Regulatory Board

Whereas

Securitas Security Services USA, Inc

Has successfully met the requirements of The Alabama Security Regulatory Board and is hereby certified as a Contract Security Company as established by the board

Qualifying Agent: Aaron B Pollard

00013

License Number

Keith E. Warren
Executive Director

9/30/2023

Expiration Date

002232

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Securitas Security Services USA Inc

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4330 Park Terrace Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Westlake Village, CA 91361

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–			

or

Employer identification number
7	1	–	0	9	1	2	2	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 6/27/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

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Experience History:

	Contract 1	Contract 2	Contract 3
Customer Name	Carnival Cruise Lines	Arkema	Chemours
Location & Venue Type	Mobile Cruise Terminal	Axis, AL Diversified Chemical Manufacturer	DeLisle, MS Chemical Manufacturing
Contract Begin and End Date	Begin: 2019 End: Present	Begin: 2007 End: Present	Begin: 2023 End: Present
Brief Description of Security Services Performed	Provide security and screening for passengers embarking and disembarking cruise ships.	Provide security services, which includes monitoring CCTV, access control, issuing and maintaining visitor credentials, verifying access requests, etc.	Provide security services, which includes monitoring CCTV, access control, issuing and maintaining visitor credentials, verifying access requests, etc.
Number of Guards Simultaneously on Duty	25	3	10
Reason for End of Contract	Still Active	Still Active	Still Active
Customer Reference POC: **Name** **Phone** **Email**	Pierre Degand 786-644-3075 pierre.degand@securitasinc.com	Brett Nobles 251-829-4285 brett.nobles@arkema.com	Monica Choate 228-363-8185 monica.a.choate@chemours.com

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SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated proposer, that on behalf of the proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the follow exceptions as noted: (if None, write "None" below).

None

Provider Name : Securitas Security Services USA

By Authorized Agent (PRINTED): David Lawley

Signature:

Title: District Manager

Address: 917 Western America Circle, Suite 311

Mobile, AL 36609

Phone: 251-666-1092 Email david.lawley@securitasinc.com

Point of contact (if other than above):

Name:

Title:

Phone: Email

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EXHIBIT B Evidence of Insurance Coverage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2023

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Securitas.Certrequest@marsh.com CN101410269-S-GAWC-23-24 SAMPL SAMPL	**CONTACT NAME:** Anna Martinez **PHONE (A/C, No, Ext):** 213-346-5653 **FAX (A/C, No):** **E-MAIL ADDRESS:** Anna.M.Martinez@marsh.com
INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002658632-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY-317382-23	01/01/2023	01/01/2024	EACH OCCURRENCE	$	5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	N/A
							PERSONAL & ADV INJURY	$	5,000,000
							GENERAL AGGREGATE	$	5,000,000
							PRODUCTS - COMP/OP AGG	$	5,000,000
								$	
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H1073454A	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WLR C50707386 (AOS)	01/01/2023	01/01/2024	X PER STATUTE [ ] OTH-ER		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A			SCF C50707489 (WI)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$	1,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C50707581 (CA,OH,WA) $1M SIR	01/01/2023	01/01/2024	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)

Evidence of Insurance only.

Certificate Holder: Securitas Security Services USA, Inc.; Pinkerton Consulting & Investigations; Burns Int'l Services Company, LLC; Securitas Critical Infrastructure Services, Inc.; Securitas Electronic Security, Inc.

CERTIFICATE HOLDER

Securitas Holdings, Inc. Including:
(See Complete Certificate Holder in Description)
4330 Park Terrace Drive
Westlake Village, CA 91361

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101410269
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361
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

Additional Named Insureds:

Securitas Holdings, Inc. including:
Securitas Security Services USA, Inc.
Securitas Critical Infrastructure Services, Inc.
Securitas Electronic Security, Inc.
Pinkerton Consulting & Investigations Inc.

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City of Mobile RFQ 815

Cruise Terminal Security Services

Proposal scoring tabulation and original RFQ

Scoring Tabulation – City of Mobile RFQ 5815 Cruise Terminal Security

Overall totals by scorer:

	A	B	C	Total
CSSI	33	41	39	**113**
Securitas	50	48	48	**146**
Signal	36	45	41	**122**
American Guard	49	49	49	**147**

Scores by rating area:

Scorer A	**Community Security Services LLC**	**Securitas Security Services**	**Signal Security of Mobile/ Signal -Gulf South Holdings LLC**	**American Guard Services**
Similar Contract Experience /Performance *15 Points*	10	15	8	15
Qualifications of Key Persons *10 Points*	8	10	8	10
Professionalism (Training, Uniforms) *15 Points*	10	15	12	15
Value & Plan *10 Points*	5	10	8	9
Total	**33**	**50**	**36**	**49**

Scorer B	**Community Security Services LLC**	**Securitas Security Services**	**Signal Security of Mobile/ Signal -Gulf South Holdings LLC**	**American Guard Services**
Similar Contract Experience /Performance *15 Points*	11	15	14	15
Qualifications of Key Persons *10 Points*	8	10	10	10
Professionalism (Training, Uniforms) *15 Points*	12	13	12	14
Value & Plan *10 Points*	10	10	9	10
Total	**41**	**48**	**45**	**49**

Scorer C	Community Security Services LLC	Securitas Security Services	Signal Security of Mobile/ Signal -Gulf South Holdings LLC	American Guard Services
Similar Contract Experience /Performance *15 Points*	10	15	12	15
Qualifications of Key Persons *10 Points*	7	10	8	10
Professionalism (Training, Uniforms) *15 Points*	12	15	14	15
Value & Plan *10 Points*	10	8	7	9
Total	**39**	**48**	**41**	**49**

Contacts:

Community Security Services: Tony Goubil, Chief of Operations, operations@cssi-security.com
Securitas Security Services: David Lawley, District Manager, david.lawley@securitasinc.com
Signal Security: Tony Mauro, CEO, tmauro@teamsignal.com; Casey Culp, Signal Security of Mobile, cculp@teamsignal.com
American Guard Services: Gerald Gregory, Executive Vice President, jgregory@americanguardservices.com

City of Mobile
Request for Qualifications
RFQ Number: 5815

MOBILE ALABAMA CRUISE TERMINAL
UNARMED GUARD SECURITY SERVICES

The City ("City") of Mobile is seeking qualification packages from appropriately licensed contract security companies for Unarmed Security Guard services for the Mobile Alabama Cruise Terminal (MACT). Please see **Exhibit A** for the desired information and format submission.

Qualifications Due: **4:00pm local, June 29, 2023**.

Mailing address		Delivery:
City of Mobile		City of Mobile
Procurement Department		Procurement Department
PO Box 1827	,	205 Government Street
Mobile, AL 36633		4th Floor South Tower
		Mobile, AL 36644

Phone (251)-208-7434

Submit Questions by June 22, 2023, to: Purchasing@CityofMobile.org

Timeline for Award:		
	Qualfications due:	June 29, 2023
	Provider notification:	July 14, 2023
	Contract award	August 4, 2023
	Performance begin	September, 2023

I. BACKGROUND / PURPOSE

A. The Mobile Alabama Cruise Terminal (MACT), owned and operated by the City of Mobile, requires the services of unarmed, uniformed security guards for the security and protection of the MACT and passengers on days when MACT is "active". The active days at MACT that will require contract security services will include:
   a. Scheduled cruise "turnaround" days when passengers are offloaded after cruise termination and onloaded for the beginning of the next cruise,
   b. Scheduled vessel port call days, when cruise vessels visit Mobile for single day passenger excursions, and
   c. Emergency ship dockings for cruise vessels that may be diverted from other ports or make short-notice visits to MACT

B. The City intends to contract with the responsive and responsible low bidder ("Provider") for a three-year period from September 1st, 2023 to August 31st, 2026 with the option to extend for one additional three-year period with the mutual consent of both parties at the stated terms and conditions.

II. MISSION

A. Provider will protect the MACT and adjacent City property, and its occupants, from crime, fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence, and promote the safe and efficient use of the MACT by the City. Provider will work closely with MACT staff, Cruise line staff, Mobile Police and Fire, and federal agencies operating in the MACT.

B. Provider's on-site workforce will be required to perform the following security functions, including but not limited to:
   a. greet passengers,
   b. review cruise documentation,
   c. understand the security requirements for the cruise facility,
   d. direct traffic,
   e. screen large transfer trucks and automobiles,
   f. staff security posts
   g. participate in required training and drills.
   h. patrol building interiors and exteriors and adjacent property,
   i. check employee identification badges
   j. maintain visitor logs
   k. perform other security services deemed necessary by the MACT to maintain safety and security at each facility.

C. To perform these tasks, Provider's employees must be able to stand for extended periods of time, bend, climb, lift 25 pounds, and read, write, and speak English. They must be able to work outdoors during periods of inclement weather. Guards must be able to propertly and clearly communicate on and operate a portable, hand held radio.

D. Providers employees will serve as visible representatives of MACT and the City of Mobile and must positively and professionally interact with the general public, sworn law enforcement personnel, and other cruise terminal staff and contract employees. They must present a professional appearance and demeanor in uniform.

III. SPECIFICATIONS

A. Provider will accomplish this Mission with a professional security force on site at the MACT on specified days and for specified time periods when the MACT is "active" for passenger cruise vessel activity. The expected MACT "active" days for the coming year is provided as **Exhibit B**.

B. On days when MACT is active with a Carnival cruise vessel passenger turnaround (ending one cruise in the morning and beginning a new one in the afternoon, with the resultant passenger turnover), the Provider will provide 13 uniformed security guards ("guards") for the core hours of the evolution. Core hours requiring the presence of guards for turnaround days are 0600-1600 hours. The Provider must be able to flex hours on short notice on specific turnaround days to accommodate last minute changes to ship schedules.

C. MACT also expects to be active on other days for scheduled cruise vessel passenger excursion port calls, or emergency cruise vessel dockings. The Provider shall provide some lesser number of guards on these other active MACT days. The City will coordinate with the Providre on the right size security force for those other active days. It is estimated these other days will number less than 10 in a calendar year, and that the average workforce expected for such days will be one supervisor and five guards for the core hours of 0600-1600.

D. The Provider shall, in addition to the guards, and whenever guards are present, provide one uniformed security supervisor ("supervisor") on active MACT days. The role of the supervisor will be to oversee and direct the work of the guards and interact with and take direction from the Cruise Terminal Director ("Director") or Facility Security Officer ("FSO") or their designated representatives.

E. The Provider shall also provide one supervisor on non-active days to MACT when required for meetings or training, upon 24-hour notice by the Director or FSO.

F. <u>There is no minimum guarantee as to the number of hours the City will employ guard and supervisor services. Cruise line schedule changes or emergency conditions may merit significant changes in actual service requirements. These numbers are estimates only; Provider may only bill and the City will only pay for guard services actually used.</u>

G. Provider shall have its supervisor and guards attend up to 12 hours of startup training prior to assuming contract services. Training will be provided by the FSO and a location to be determined. Guards and supervisors will be expected to attend annual refresher training regarding MACT operations, and may be expected to attend other training as directed by the Director or FSO. City will pay Provider for these training attendance hours for supervisors and guards.

H. The Provider shall maintain a roster of at least 15 persons from which to fill the 13 guard positions. All persons on the roster will be pre-approved by the City.

I. The Provider shall coordinate the time, key access and other conditions for security with the MACT Facility Security Officer (FSO).

J. Provider shall additionally, independent of the supervisor, monitor the performance of the guards and shall, at unannounced intervals, call on the MACT to determine the manner in which guards and supervisor are discharging their duties. Reports of these inspections shall be provided to the MACT Facility Security Officer (FSO), along with monthly time sheets.

K. Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls within thirty minutes of receipt by the answering service.

IV. EQUIPMENT AND UNIFORMS

A. Provider is to provide uniforms for all supervisors and guards. Uniforms shall be distinctly different than those worn by City of Mobile Police. Uniforms must have the identifying company name and include non-slip, closed toe black shoes and standard outerwear applicable to the environmental conditions. The selection of the uniform must be agreeable to the MACT Terminal Director. Uniform appearance must be standard, professional in appearance, with all clothes in good repair, cleaned and pressed, and shoes clean and polished.

B. Provider will equip its guards with all necessary personal security and safety equipment. This will include sunglasses, safety traffic vests, bottled water, and guard houses. Guards will not carry law enforcement or personal self-defense equipment unless specifically authorized by the Director or FSO.

C. Guards will not carry law enforcement or self-defense equipment unless specifically authorized by the Director or FSO.

D. City will provide all equipment necessary for screening, first aid, and protective equipment for specific missions, including disposable rubber gloves. City will provide communications devices, parking, restroom, and breakroom facilities.

V. COMPENSATION

A. The City will compensate the Provider on a monthly basis for the number of documented and approved hours worked by the guards and supervisors for the previous month at the agreed-upon hourly billing rates. The Provider's invoice will be required to itemize wage rates it pays to guards and supervisors.

B. Provider will maintain weekly time sheets for all hours worked by supervisors and guards. Time sheets shall track time to the tenth of an hour, and shall include agreed upon break periods. Transit time will not be included.

C. There will be no differentiation in hourly cost to the City for holidays or for overtime.

D. The City may agree to adjust compensation rates during the contract period should Provider demonstrate good cause for wage adjustments.

VI. OTHER PROVISIONS

A. Insurance: For the term of this Agreement, Provider will be required to acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile

   a. General Liability Insurance – public liability including premises, products and complete operations:
      i. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence
      ii. Property damage liability - $200,000 each occurrence
      iii. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – $1,000,000 occurrence

   b. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
      i. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence.
      ii. Property damage liability - $200,000 each occurrence
      iii. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – $1,000,000 occurrence.

   c. Professional Liability Insurance: $500,000 per occurrence; $1,000,000 aggregate

   d. Statutory Workers Compensation insurance.

B. E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/.

C. Business Licenses: Provider will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

D. Provider will be required to hold and maintain a City of Mobile business license.

E. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.

F. Non-discrimination: Provider shall abide by provisions of the Mobile City Code, Section 14-1, which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Disadvantaged business enterprises: Provider shall make every reasonable effort in the use of subcontractors and major suppliers to have at least fifteen (15) percent participation by socially and economically disadvantaged business enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, and complete the City subcontracting and major supplier DBE form at the time of contract signing.

H. Standard Contract: The City of Mobile uses a standard services contract template. That template is attached as **Exhibit C**.

VII. MINIMUM QUALIFICATIONS

A. This solicitation is intended to allow the City to determine the Provider whose qualifications, experience, and performance history are best suited to perform the work in this specification. Below are minimum desired qualifications for the provider and site personnel.

   a. The Provider shall be licensed by the Alabama Security Regulatory Board (“ASRB”) to provide the service described in the below specifications. Evidence of such certification shall be included in the qualifications submission

   b. The Provider shall have at least 3 years of experience in successfully providing contract security guard operations involving at least 10 on-duty guard positions in a maritime passenger terminal setting.

Evidence of such experience shall be included in the qualifications submission.

c. Provider's supervisors, guards, and other staff working at the MACT will be required to have a TWIC (Transportation Worker Identification Credential) before being allowed access to work in the terminal in accordance with the MACT Facility Security Plan. All Provider staff members must have their TWIC card on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Vendors shall take into account the up to 30-day application time in acquiring the TWIC credentials for their staffs and plan accordingly so as to have staff ready to assume their duties no later than 18 November 2019.

d. Provider's service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with Alabama Code Title 34, Chapter 27C, relating to the ASRB, and regulations prescribed by the ASRB. Any violations or non-compliance of Section 34-27C may be grounds for immediate dismissal of a particular guard or guards or termination of contract. All supervisors and guards must be currently proficient as required by ASRB standards.

e. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider until his or her character, reputation as to honesty, sobriety, and reliability have been verified be Provider. All guards shall have successfully passed a criminal background check before placement at the MACT (i.e., no felony or misdemeanor convictions).

f. Supervisors must have the same qualifications as guards, and in addition will have at least five years experience in commercial security or law enforcement leadership.

g. No supervisor or guard shall be employed at the MACT who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Supervisors and guards shall be promptly replaced, at the City's request, upon notice to Provider.

VIII. QUALIFICATIONS SUBMISSIONS AND SCORING

A. Please use the template in **Exhibit A** as a guide to provide your qualfications to perform the requirements of this solicitation (Use of the Exhibit is not required; qualification submissions may use any format that provides the required information).

B. Submissions will be scored on the following basis:

a. Similar Contract Experience/Performance	15 points
b. Qualifications of Key Persons	10 points
c. Professionalism (Training, Uniforms)	15 points
d. Value & Plan	10 points

C. Submit qualifications packages so that they are received by the City of Mobile Procurement Department by 4:00 pm, Mobile local time, Thursday, June 29, 2023 in a sealed package or envelope marked:

City of Mobile Request for Qualifications
Cruise Terminal Security
RFQ #5815
Due June 29, 2023.

D. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

E. Packages may be delivered to
City of Mobile Procurement Department,
205 Government Street,
4th Floor, South Tower,
Mobile, AL 36644.

E. The City may at its sole discretion solicit additional information from, make additional inquiries regarding, or conduct interviews of any, all, or none of proposing firms.

IX. **EXHIBITS:**
A. Qualifications Submission Template
B. MACT Cruise Terminal Schedule
C. City of Mobile Standard Contract Template

EXHIBIT A

QUALIFICATIONS SUBMISSION

Business Name (as on W-9): _____

Qualification narrative (please limit total submission to 20 pages or less):

1. Resumes and Qualfications of Company President/CEO, and key personnel who would be involved in this contract.

2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.

3. Description of your training protocol and training approach to this work.

4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.

5. Photograph of the uniform you would intend to use for this operation

6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.

7. Please attach your current Alabama Security Regulatory Board Certificate (s)

8. Please provide you IRS Form W9

9. Please provide your Experience History in the last 3 years (see following template)

RATES

The City expects to compensate Provider based on comprehensive hourly rates invoiced for security services rendered. Please provide below the hourly rates for which you intend to provide the security service. This is not a "low-bid" solicitation. The City expects the quality of guard services to be reflected in the hourly rates Provider pays guards and supervisors and acc.

Supervisor – hourly rate _____ per hour x 0.2 = _____

Guard – hourly rate _____ per hour x 0.8 = _____

Total weighted offer rate: _____ /hour

Experience History:

	Contract 1	Contract 2	Contract 3
Customer Name			
Location & Venue Type			
Contract Begin and End Date			
Brief Description of Security Services Performed			
Number of Guards Simultaneously on Duty			
Reason for End of Contract			
Customer Reference POC: Name **Phone** **Email**			

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated proposer, that on behalf of the proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the follow exceptions as noted: (if None, write “None” below).

_____

_____

_____

_____

_____

Provider Name :_____

By Authorized Agent (PRINTED):_____

Signature:_____

Title:_____

Address: _____

_____

Phone: _____ Email_____

Point of contact (if other than above):

Name: _____

Title: _____

Phone: _____ Email_____

EXHIBIT B Mobile Alabama Cruise Terminal Schedule 2023-2024

Scheduled Carnival Spirit Cruise Turnaround Days
Ship normally arrives at the Terminal by 8:00 am and departs Terminal by 4:00 pm.
Security is normally expected from 6:00 am until 4:00 pm.

10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/,0/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

EXHIBIT C: City of Mobile Standard Contract Template

City of Mobile
Cruise Terminal Security Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and . (hereinafter "Contractor"), a for-profit corporation organized under the laws of the State of Alabama.

WHEREAS, the City desires to provide security services for the Mobile, Alabama Cruise Terminal, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for three years, renewable for one additional three-year periods with mutually agreed upon amendments to unit pricing for the renewal period.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama:

1. General Liability Insurance – public liability including premises, products and complete operations:
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence
    b. Property damage liability - $200,000 each occurrence
    c. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – $1,000,000 occurrence

2. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
    a. Bodily injury liability: $500,000 each person, $1,000,000 each occurrence.
    b. Property damage liability - $200,000 each occurrence

c. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – $1,000,000 occurrence.

3. Professional Liability Insurance: $500,000 per occurrence; $1,000,000 aggregate

4. Statutory Workers Compensation insurance.

Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 5. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 6. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 7. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 8. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 9. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 10. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 11. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:

ARTICLE 15. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____ , Its _____ (title)
On behalf of Contractor

_____ Date

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A: Scope of Work (May refer to RFQ and Provider submission)
EXHIBIT B: Insurance

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

Approve contract with McElhenney Construction Company, LLC. for street and culvert repairs.

Amount of Contract:

$5,212,887.35

Funding Source

Project # C0875	**Discretionary Funds**
Project String 2000.2000.48010	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street and Culvert Repairs	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/7/2023 - 12:21 PM
Capital	Rhodes, Brenda	Rejected	9/7/2023 - 11:48 AM
Engineering	Amberger, Nick	Approved	9/7/2023 - 12:53 PM
Capital	Rhodes, Brenda	Approved	9/7/2023 - 12:09 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:30 PM

Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:53 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N Washington Ave Street and Culvert Repairs
COM Project: 2023-3005-19
PROJECT #: C0875 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street and Culvert Repairs

CONTRACT AMOUNT: $5,212,887.35

VENDOR NAME: McElhenney Construction Company, LLC.

VENDOR NUMBER: 292750

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_X__N___; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 9/7/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

WHEREAS, bids for street and culvert repairs for district 2 were received and opened on August 30, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Company, LLC., in the amount of $5,212,887.35.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney Construction Company, LLC.

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

Name of Company: McElhenney Construction Company, LLC.

Project Name: N. Washington Avenue Street and Culvert Repairs (D#2)

Project Number: 2023-3005-19

Amount: $5,212,887.35

Adopted:

_____

City Clerk

MOBILE
ALABAMA

NORTH WASHINGTON AVENUE STREET AND CULVERT REPAIRS

PROJECT NO. 2023-3005-19

BID DATE – AUGUST 30, 2023



STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, H/RR-S: BRIDGES, H/RR-S: CONCRETE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **April, 2023**

193298

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

331

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, August 30, 2023 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2023-3005-19
Project:	N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description:	Repairs to culvert and associated restoration
Major work items include:	Culvert, Resurfacing

Plans and contract documents may be inspected and obtained from **Thompson Engineering Inc., 2970 Cottage Hill Road Suite 190, Mobile, Alabama 36606** upon payment of 150 dollars ($150.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, August 25, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, August 23, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of N. WASHINGTON AVE - STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE AUGUST 16TH, 2023 ; TUSCALOOSA NEWS AUGUST 16TH, 2023 ; DOTHAN EAGLE AUGUST 17TH, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules, and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside **"Bid for completion of N. WASHINGTON AVE - STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once

report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

Revised per Addendum No. 2
August 29, 2023

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8-30-23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the THOMPSON ENGINEERING, as well as the premises.

Project No: 2023-3005-19
Project Name: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

The Bidder further agrees to construct the improvements in **calendar days with an end date of January 31, 2024 (Base Bid Option A)** or **180 working days (Base Bid Option B);** as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on August 25, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	Three Thousand Sixty Four Dollars and Twenty Four Cents	$3,064.24	$3,064.24
205D001	3000	Square Yard	Removal of Structure (Partial)	One Hundred Five Dollars and Thirty Eight Cents	$105.38	$316,140.00
206C000	500	Square Yard	Removing Concrete Sidewalk	Thirty One Dollars and Thirty Seven Cents	$31.37	$15,685.00
206C010	250	Square Yard	Removing Concrete Driveway	Forty One Dollars and Eighty Two Cents	$41.82	$10,455.00
206C019	3000	Square Yard	Removing Asphalt Pavement	Twenty Dollars and Ninety One Cents	$20.91	$62,730.00
206D002	950	Linear Foot	Removing Curb	Twenty Eight Dollars and Twenty Three Cents	$28.23	$26,818.50
210A000	1800	Cubic Yard	Unclassified Excavation	Thirty Nine Dollars and Fifty One Cents	$39.51	$71,118.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	Forty Four Dollars and Sixty Nine Cents	$44.69	$107,256.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	One Hundred Forty Dollars and Two Cents	$140.02	$84,012.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$49,090.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$58,908.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$32,399.40
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	One Hundred Fifteen Dollars and Twenty Cents	$115.20	$11,520.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	Sixty Six Dollars and Forty Five Cents	$66.45	$13,290.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	Four Hundred Twenty Two Dollars and Eighty Seven Cents	$422.87	$169,148.00
502A000	222000	Pound	Steel Reinforcement	One Dollar and Ninety Nine Cents	$1.99	$441,780.00
524A010	1100	Cubic Yard	Culvert Concrete	One Thousand Nine Hundred Seventy Four Dollars and Twelve Cents	$1,974.12	$2,171,532.00
600A000	1	Lump Sum	Mobilization	One Million Sixty Two Thousand Nine Hundred Eleven Dollars and Thirty Eight Cents	$1,062,911.38	$1,062,911.38
610D003	3900	Square Yard	Filter Blanket, Geotextile	Five Dollars and Twenty Seven Cents	$5.27	$20,553.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	Seventy Two Dollars and Forty Nine Cents	$72.49	$28,996.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	Eighty Four Dollars and Fifty Seven Cents	$84.57	$8,457.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	Eighty Four Dollars and Fifty Seven Cents	$84.57	$21,142.50
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	One Thousand Nine Hundred Thirty Three Dollars and Fourteen Cents	$1,933.14	$27,063.96
620A000	20	Cubic Yard	Minor Structure Concrete	Nine Hundred Six Dollars and Sixteen Cents	$906.16	$18,123.20
621E100	9	Each	Manholes, Type L Or M (Partial)	Five Thousand Four Dollars and Twenty Three Cents	$5,004.23	$45,038.07
621M000	6	Each	Remove Existing Manhole	One Thousand Four Hundred Eleven Dollars and Forty Four Cents	$1,411.44	$8,468.64
623B002	950	Linear Foot	Concrete Curb, Type A	Forty Two Dollars and Twenty Nine Cents	$42.29	$40,175.50
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	One Hundred Thirty One Dollars and Ninety Five Cents	$131.95	$26,390.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	One Hundred Thirty Four Dollars and Ninety Seven Cents	$134.97	$26,994.00
650A000	60	Cubic Yard	Topsoil	One Hundred Twenty Five Dollars and Forty One Cents	$125.41	$7,524.60
654A001	600	Square Yard	Solid Sodding (Bermuda)	Eighteen Dollars and Eighty Three Cents	$18.83	$11,298.00
665E000	1000	Square Yard	Polyethylene	Two Dollars and Ninety Cents	$2.90	$2,900.00
665G000	50	Each	Sand Bags	Eighteen Dollars and Thirty Cents	$18.30	$915.00
665J002	1000	Linear Foot	Silt Fence	Four Dollars and Eighty One Cents	$4.81	$4,810.00
665O001	1000	Linear Foot	Silt Fence Removal	Three Dollars and Twenty Six Cents	$3.26	$3,260.00
665Q002	200	Linear Foot	Wattle	Twenty Three Dollars and Three Cents	$23.03	$4,606.00
674A000	4000	Linear Foot	Construction Safety Fence	Four Dollars and Fourteen Cents	$4.14	$16,560.00
680A001	1	Lump Sum	Geometric Controls	Fifty Three Thousand Nine Hundred Eighty One Dollars and Eighty Two Cents	$53,981.82	$53,981.82
690B000	22	Week	Portable Toilet	Sixty Dollars and Forty One Cents	$60.41	$1,329.02
703D001	200	Square Foot	Temporary Traffic Control Markings	Eleven Dollars and Eighteen Cents	$11.18	$2,236.00
740B000	750	Square Foot	Construction Signs	Nine Dollars and Sixty Seven Cents	$9.67	$7,252.50
740D000	100	Each	Channelizing Drums	Fifty Dollars and Seventy Four Cents	$50.74	$5,074.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	One Hundred Fifty One Dollars and Three Cents	$151.03	$1,812.36
740F002	24	Each	Barricades, Type III	Three Hundred Thirty Two Dollars and Twenty Six Cents	$332.26	$7,974.24
740I002	75	Each	Warning Lights, Type B	Ninety Dollars and Sixty Two Cents	$90.62	$6,796.50
742A001	4	Each	Portable Changeable Message Sign, Type 2	Five Thousand Seventy Four Dollars and Forty Eight Cents	$5,074.48	$20,297.92
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00

TOTAL BASE BID OPTION A	Five Million Two Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five Cents	$5,212,887.35

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY M'E Kenney

SIGNATURE

DATE 8-30-23

Base Bid Option A

Total (All items listed in Proposal) $5,212,887.35

Written in words Five Million Two Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five cents

Completion Date **January 31, 2024**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By McElhenney Construction Co. LLC

Signature of Bidder _____
(If a Corporation)

By _____
President
Josh McElhenney
Print

Business Address PO Box 1409 Thatcher AZ

_____
Secretary
Josh McElhenney
Print

Business Address PO Box 1409 Thatcher AZ

_____
Treasurer
Josh McElhenney
Print

Business Address PO Box 1409 Thatcher AZ

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

AZ-49555
State License Number

Corporate Seal

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	Three Thousand Sixty Four Dollars and Twenty Four Cents	$3,064.24	$3,064.24
205D001	3000	Square Yard	Removal of Structure (Partial)	One Hundred Five Dollars and Thirty Eight Cents	$105.38	$316,140.00
206C000	500	Square Yard	Removing Concrete Sidewalk	Thirty One Dollars and Thirty Seven Cents	$31.37	$15,685.00
206C010	250	Square Yard	Removing Concrete Driveway	Forty One Dollars and Eighty Two Cents	$41.82	$10,455.00
206C019	3000	Square Yard	Removing Asphalt Pavement	Twenty Dollars and Ninety One Cents	$20.91	$62,730.00
206D002	950	Linear Foot	Removing Curb	Twenty Eight Dollars and Twenty Three Cents	$28.23	$26,818.50
210A000	1800	Cubic Yard	Unclassified Excavation	Thirty Nine Dollars and Fifty One Cents	$39.51	$71,118.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	Forty Four Dollars and Sixty Nine Cents	$44.69	$107,256.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	One Hundred Forty Dollars and Two Cents	$140.02	$84,012.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$49,090.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$58,908.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	One Hundred Ninety Six Dollars and Thirty Six Cents	$196.36	$32,399.40
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	One Hundred Fifteen Dollars and Twenty Cents	$115.20	$11,520.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	Sixty Six Dollars and Forty Five Cents	$66.45	$13,290.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	Four Hundred Twenty Two Dollars and Eighty Seven Cents	$422.87	$169,148.00
502A000	222000	Pound	Steel Reinforcement	One Dollar and Ninety Nine Cents	$1.99	$441,780.00
524A010	1100	Cubic Yard	Culvert Concrete	One Thousand Nine Hundred Seventy Four Dollars and Twelve Cents	$1,974.12	$2,171,532.00
600A000	1	Lump Sum	Mobilization	Three Hundred Sixty Two Thousand Nine Hundred Eleven Dollars and Thirty Eight Cents	$362,911.38	$362,911.38
610D003	3900	Square Yard	Filter Blanket, Geotextile	Five Dollars and Twenty Seven Cents	$5.27	$20,553.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	Seventy Two Dollars and Forty Nine Cents	$72.49	$28,996.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	Eighty Four Dollars and Fifty Seven Cents	$84.57	$8,457.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	Eighty Four Dollars and Fifty Seven Cents	$84.57	$21,142.50
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	One Thousand Nine Hundred Thirty Three Dollars and Fourteen Cents	$1,933.14	$27,063.96
620A000	20	Cubic Yard	Minor Structure Concrete	Nine Hundred Six Dollars and Sixteen Cents	$906.16	$18,123.20
621E100	9	Each	Manholes, Type L Or M (Partial)	Five Thousand Four Dollars and Twenty Three Cents	$5,004.23	$45,038.07
621M000	6	Each	Remove Existing Manhole	One Thousand Four Hundred Eleven Dollars and Forty Four Cents	$1,411.44	$8,468.64
623B002	950	Linear Foot	Concrete Curb, Type A	Forty Two Dollars and Twenty Nine Cents	$42.29	$40,175.50
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	One Hundred Thirty One Dollars and Ninety Five Cents	$131.95	$26,390.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	One Hundred Thirty Four Dollars and Ninety Seven Cents	$134.97	$26,994.00
650A000	60	Cubic Yard	Topsoil	One Hundred Twenty Five Dollars and Forty One Cents	$125.41	$7,524.60
654A001	600	Square Yard	Solid Sodding (Bermuda)	Eighteen Dollars and Eighty Three Cents	$18.83	$11,298.00
665E000	1000	Square Yard	Polyethylene	Two Dollars and Ninety Cents	$2.90	$2,900.00
665G000	50	Each	Sand Bags	Eighteen Dollars and Thirty Cents	$18.30	$915.00
665J002	1000	Linear Foot	Silt Fence	Four Dollars and Eighty One Cents	$4.81	$4,810.00
665O001	1000	Linear Foot	Silt Fence Removal	Three Dollars and Twenty Six Cents	$3.26	$3,260.00
665Q002	200	Linear Foot	Wattle	Twenty Three Dollars and Three Cents	$23.03	$4,606.00
674A000	4000	Linear Foot	Construction Safety Fence	Four Dollars and Fourteen Cents	$4.14	$16,560.00
680A001	1	Lump Sum	Geometric Controls	Fifty Three Thousand Nine Hundred Eighty One Dollars and Eighty Two Cents	$53,981.82	$53,981.82
690B000	22	Week	Portable Toilet	Sixty Dollars and Forty One Cents	$60.41	$1,329.02
703D001	200	Square Foot	Temporary Traffic Control Markings	Eleven Dollars and Eighteen Cents	$11.18	$2,236.00
740B000	750	Square Foot	Construction Signs	Nine Dollars and Sixty Seven Cents	$9.67	$7,252.50
740D000	100	Each	Channelizing Drums	Fifty Dollars and Seventy Four Cents	$50.74	$5,074.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	One Hundred Fifty One Dollars and Three Cents	$151.03	$1,812.36
740F002	24	Each	Barricades, Type III	Three Hundred Thirty Two Dollars and Twenty Six Cents	$332.26	$7,974.24
740I002	75	Each	Warning Lights, Type B	Ninety Dollars and Sixty Two Cents	$90.62	$6,796.50
742A001	4	Each	Portable Changeable Message Sign, Type 2	Five Thousand Seventy Four Dollars and Forty Eight Cents	$5,074.48	$20,297.92
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00

TOTAL BASE BID OPTION B	Four Million Five Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five Cents	$4,512,887.35

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY M E Kennedy

SIGNATURE

DATE 8-30-23

Base Bid Option B

Total (All items listed in Proposal) $4,512,887.35

Written in words Four Million Five Hundred Twelve Thousand Eight Hundred Eighty Seven Dollars and Thirty Five Cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By McElhenney Construction Co. LLC

Signature of Bidder _____
(If a Corporation)

By _____
President
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Secretary
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Treasurer
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

AL-49555
State License Number

Corporate Seal
SEAL

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **N. WASHINGTON AVE – STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 30, 2023 (Date)

McElhenney Construction Company, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____
Billie Jo Sanders, Attorney-In-Fact

Alabama Resident Agent By _____
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of August, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Dr, Mobile, AL 36693 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Five Million, Two Hundred Twelve Thousand, Eight Hundred Eighty Seven and 35/100 Dollars ($ 5,212,887.35) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **N. WASHINGTON AVE – STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

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

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

Josh M'Elhenney
(Print)

ITS: President
(Title)

ATTEST: _____
(Signature)

Drew Windham (Print)

ITS: Project Manager

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Milton A. Kopf, III
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST: _____
(Signature)

Joshua Meek (Print)

ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of ,

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Five Million, Two Hundred Twelve Thousand, Eight Hundred Eighty Seven and 35/100 dollars ($ 5,212,887.35), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for **N. WASHINGTON AVE – STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

Josh M'Elhenney
(Print)

ITS: President
(Title)

ATTEST:
_____
(Signature)

Drew Windham (Print)

ITS: Project Manager
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Milton A. Kopf, III
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:
_____
(Signature)

Joshua Meek (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: The CONTRACTOR 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 CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR 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 CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR 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 CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: CONTRACTOR 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: CONTRACTOR shall take out and maintain during the life of the contract the following:

The contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. The contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. The contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with the Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the Contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. The Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and**

debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. OMIT

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization

46. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts, or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure

that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop-work joints shall be made using paper. At the beginning of the next workday the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. OMIT

65. OMIT

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Company, LLC , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project No: 2023-3005-19
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

City of Mobile Project Number **2023-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 5,212,887.35) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **THOMPSON ENGINEERING, INC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 Surplus Capital. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

Drew Windham (Print)

M'Ellenney Contractors, LLC

CONTRACTOR: **(IF CORPORATION)**

Josh M'Ellenney (Print)

BY: _____

ITS PRESIDENT

Josh M'Ellenney (Print)

ATTEST:

_____

ITS SECRETARY

Josha Mack (Print)

9/5/23

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Josh McElhenney, whose name is signed to the foregoing instrument in the capacity of President of McElhenney Construction Company, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 7 day of September, 2023.

NOTARY PUBLIC My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
BRANDI JACKSON
My Commission Expires
March 16, 2025

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

   429.A277.01

   Description
   This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.02

   Materials
   Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER.

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting, and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall

have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools, and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

    Description
    This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

    654.A.2

    Basis of Payment
    Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools, and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools, and incidentals necessary to complete this item.

16. ITEM 690-B *PORTABLE TOILETS - WEEKS*:

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools, and incidentals necessary to complete this item.

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

18. ITEM 999-A WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER.

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials
All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile

Construction Requirements
The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement
All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile.

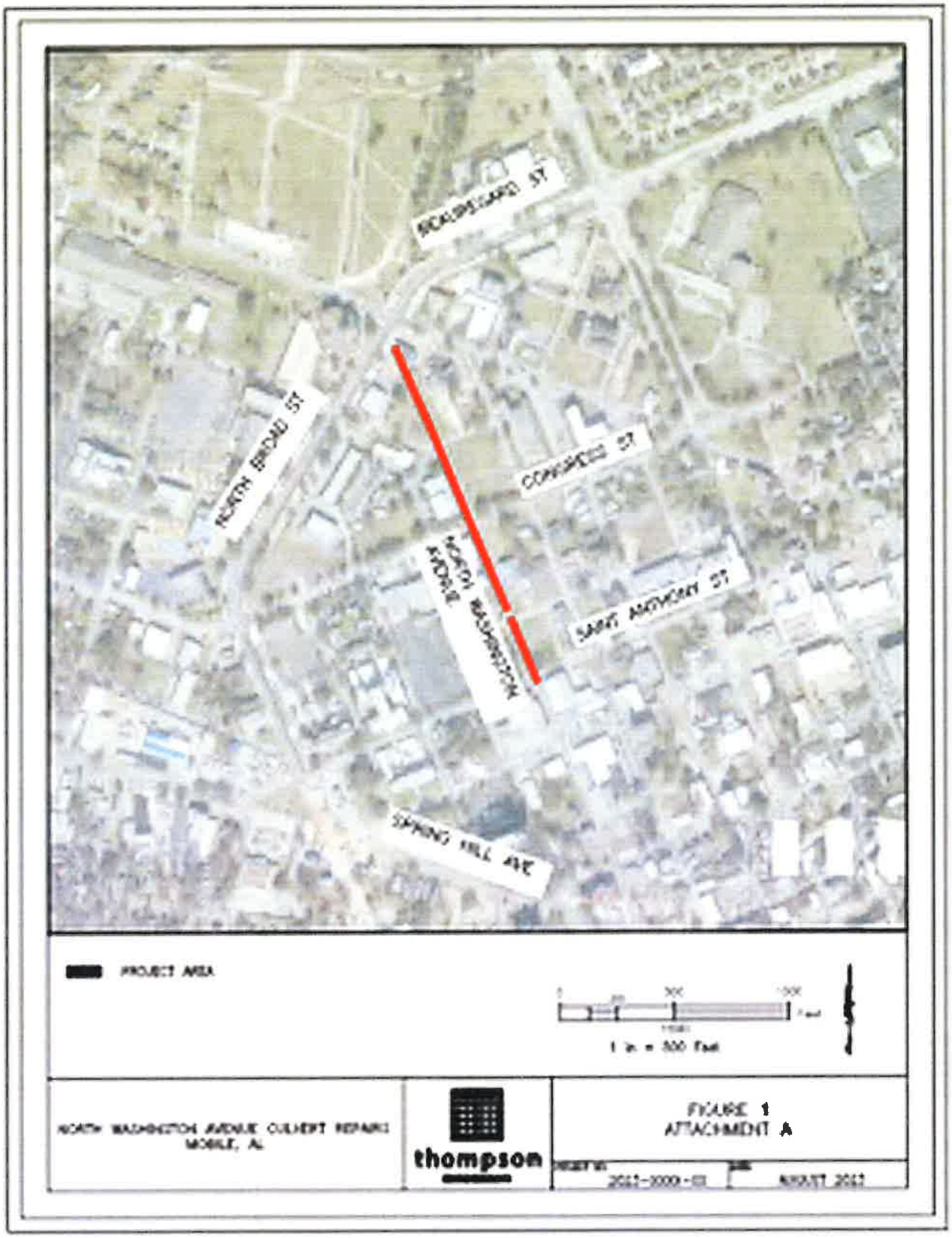
Basis of Payment

a. UNIT PRICE COVERAGE.
The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{Value\ of\ work\ performed\ (in\ dollars)}{Lump\ sum\ value\ of\ pay\ item\ (in\ dollars)} = Amount\ payable\ (in\ percent)$$

b. PAYMENT SHALL BE MADE UNDER ITEM NO.:
999A-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

ATTACHMENT "A"
LOCATION


PROJECT AREA
1 in = 500 Feet
NORTH WASHINGTON AVENUE CULVERT REPAIRS
MOBILE, AL
thompson
FIGURE 1
ATTACHMENT A

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

MCELCON-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2023

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Scottsdale Insurance Co. — 41297 INSURER C : Transguard Insurance Company of America — 28886 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3538202-01	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP3538203-01	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLS2002325	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3538201-01	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4001354-00	7/1/2023	7/1/2024	$2,500 Ded/Per Item	400,000
C	Sched. Equipment			IMP4001354-00	7/1/2023	7/1/2024	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: North Washington Avenue Street and Culvert Repairs | Project Number: 2023-3005-19

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Dueck

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ATTACHMENT "C"

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 Archinique.Judd@cityofmobile.org
251 208 7907
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	McElhenney Construction Company
Address	3835 Gordon John Drive
Telephone	251-973-0030
E-Mail	jmeek@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2023-3005-19
Project Description	N. Washington Ave Culvert Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 32 Female 5 Minority 18 Non-minority 19 SDVO _____ Total #of Employees 37

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Meek

Signature: [signature] Date: 8/30/23

Title: PM

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: Josh Meek Title: PM

Email: jmeek@mcelhenneyconst.com Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # 2025-3005-19 Your Bid/Proposal Amount $ 4,512,887.35 Date: 8 / 30 / 23

Description N. Washington Avenue Street and Culvert Repairs

Name of Bidder/Proposer: McElhenney Construction Company

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C & H Construction		Traffic	40,725	1.%	No	
Bennett Construction		Concrete Work	119,150.00	2.6 %	Yes	
United Markings		Stripe	1,850.00	0.01 %	No	
L & K Construction		Culvert	550,000.00	12%	No	
CLS		Trucking / Utility	80,000.00	1.7 %	Yes	
Steel Enforcers		Steel	73,260.00	1.6 %	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company

Contact Person: Josh Meek Phone _____ Email _____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archiqua.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McEllenney (affiant) who, being duly sworn says as follows:

President/CEO of McEllenney Construction, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for MCC 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 MCC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of McEllenney Construction Co.

Sworn to and subscribed before me this the 30th day of August, 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

E-Verify

Company ID Number: 709831

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity

Company ID Number: 709831

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 709831

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 McElhenney Construction Company, LLC	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**McElhenney Construction Company, LLC**
Company Facility Address:	**3926 Harmony Ridge Circle East**
	Semmes, AL 36575
Company Alternate Address:	**PO Box 2548**
	Semmes, AL 36575
County or Parish:	**MOBILE**
Employer Identification Number:	**320414294**

E-Verify

Company ID Number: 709831

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
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:	**Josh R McElhenney**	
Telephone Number:	**(251) 402 - 5794**	Fax Number:
E-mail Address:	**mcelhenneyj@gmail.com**	

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

PROJECT: N. WASHINGTON AVE - STREET AND CULVERT REPAIRS
CITY PROJECT NO. 2023-3005-19

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: N. WASHINGTON AVE - STREET AND CULVERT REPAIRS
CITY PROJECT NO. 2023-3005-19

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE
CONTRACTOR'S
CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

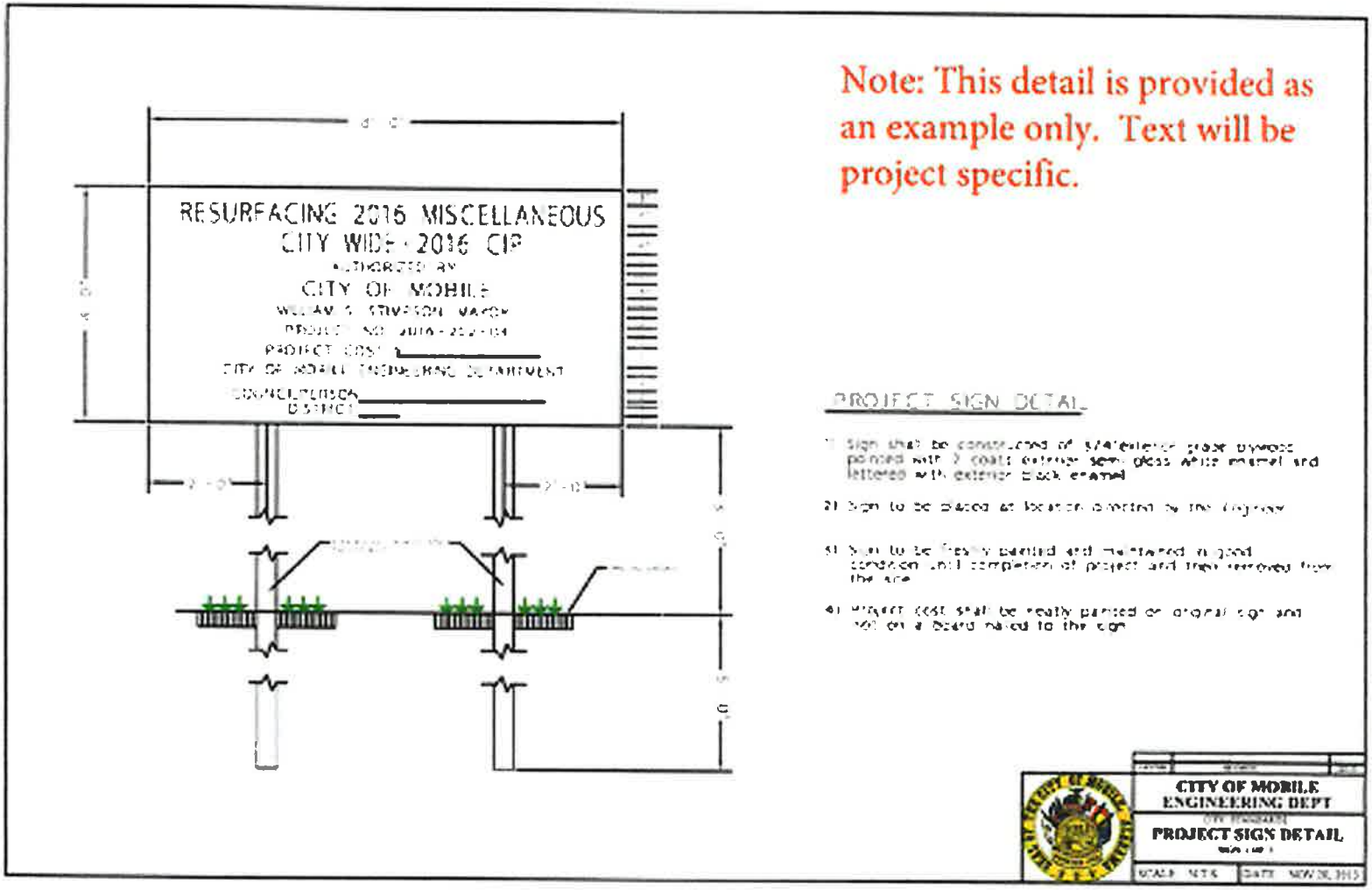
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS


RESURFACING 2016 MISCELLANEOUS
CITY WIDE - 2016 CIP
CITY OF MOBILE
PROJECT COST
Note: This detail is provided as an example only. Text will be project specific.
PROJECT SIGN DETAIL
CITY OF MOBILE
ENGINEERING DEPT
PROJECT SIGN DETAIL

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

STRUCTURAL ASSESSMENT OF EXISTING CULVERT



DEMOLITION / INSPECTION PLAN

SCALE: 1" = 20'







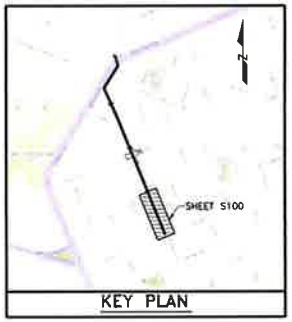






TYPICAL INSPECTION PHOTOGRAPHS

SCALE: N.T.S.



KEY PLAN

THIS DRAWING REPRESENTS DESIGNS PREPARED BY THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING
2970 COTTAGE HILL RD. STE 190
MOBILE, ALABAMA 36606

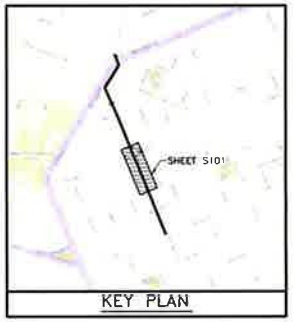
NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN

SCALE	PLOT SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	1:1	TPT	JMB	RAH	MAY 11, 2023	21-1103-0027	S100	A



DEMOLITION / INSPECTION PLAN
SCALE: 1" = 20'



KEY PLAN







TYPICAL INSPECTION PHOTOGRAPHS
SCALE: N.T.S.

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN

SCALE	CAD DATE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	1:1	TPT	JHB	RAH	MAY 11, 2023	21-1103-0027	S101	A



DEMOLITION / INSPECTION PLAN
SCALE: 1" = 20'

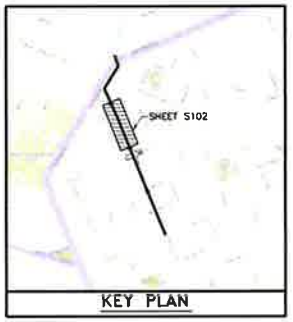




TYPICAL INSPECTION PHOTOGRAPHS
SCALE: N.T.S.





KEY PLAN

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

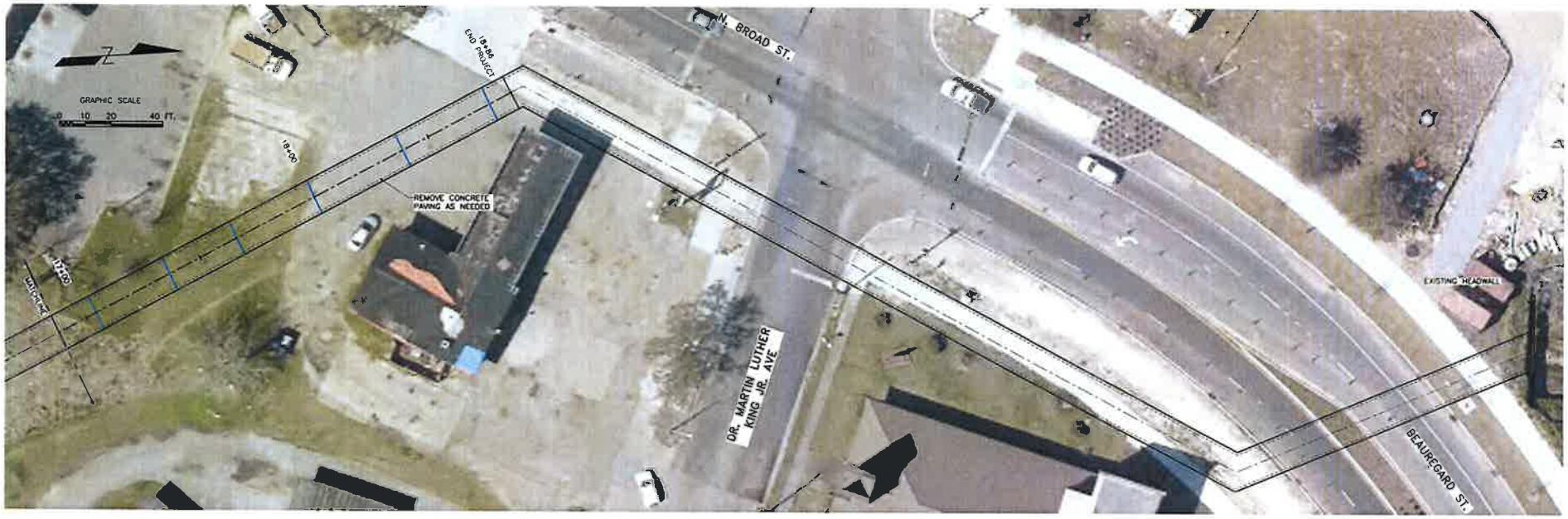
CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING
2970 COTTAGE HILL RD. STE 190

NORTH WASHINGTON AVE.
CULVERT REPAIR

DEMOLITION AND
INSPECTION PLAN

DATE	PLOT SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO	DRAWING NO	REVISION NO
NOTED	1:1	TPT	JMB	RAM	MAY 11, 2023	21-1103-0027	S102	A



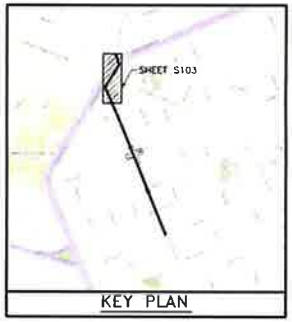
DEMOLITION / INSPECTION PLAN
SCALE: 1" = 20'







TYPICAL INSPECTION PHOTOGRAPHS
SCALE: N.T.S.



KEY PLAN

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

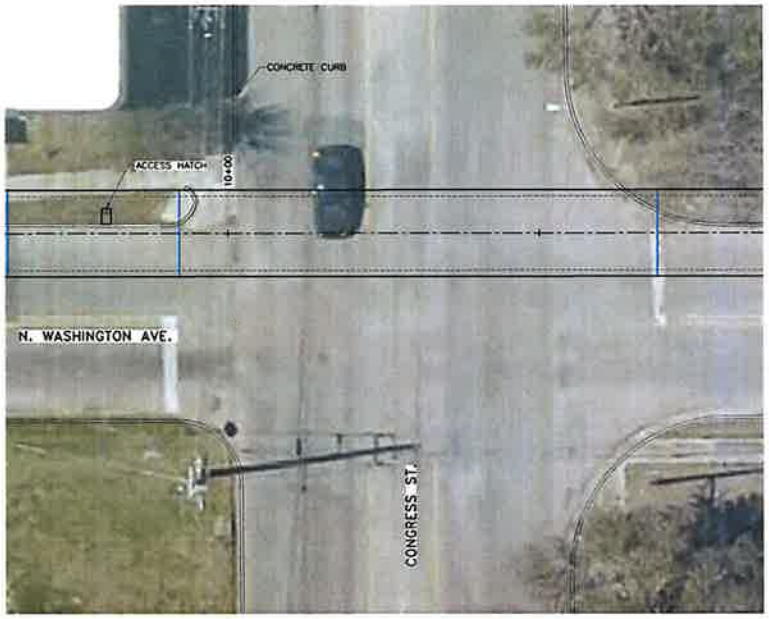
NORTH WASHINGTON AVE. CULVERT REPAIR

DEMOLITION AND INSPECTION PLAN

SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	TPT	JHB	RAH	MAY 11, 2023	21-1103-0027	S103	A

GRAPHIC SCALE

0 5 10 20 FT.



CROSSING AT CONGRESS ST. PLAN

SCALE: 1" = 10'



KEY PLAN

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REVISION NO.	DESCRIPTION	DATE	BY
A	ISSUE FOR REVIEW	5/11/23	JD

CITY OF MOBILE
MOBILE, ALABAMA

thompson ENGINEERING

SCALE	CAD SCALE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	JOB NO.	DRAWING NO.	REVISION NO.
NOTED	1:1	TPT	JMB	RAH	MAY 11, 2023	21-1103-0027	S104	A

NORTH WASHINGTON AVE.
CULVERT REPAIR

CROSSING AT
CONGRESS ST. PLAN

ATTACHMENT "H"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8/30/2023

Name of Project: N. WASHINGTON AVE - STREET AND CULVERT REPAIRS
Project Number: 2023-3005-19

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID "OPTION A":	$ 207,027.06
BASE BID "OPTION B":	$ 207,027.06

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder M'Elhenney Construction Co. LLC

Mailing Address PO Box 1409 Theodore AL 36590

***By (Legal Signature)** [signature]

*Name (type or print) Josh M'Elhenney (Seal)

*Title President

Telephone Number 251-973-0030

Addendum No. 1

thompson
ENGINEERING

To: All Bidders

From: Matt Rogers

Date: August 25, 2023

RE: N. Washington Avenue Street and Culvert Repairs
City of Mobile Project No. 2023-3005-19

The plans and specifications for the above referenced project are hereby revised as follows:

General:

1) A copy of the sign-in sheet from the mandatory pre-bid conference on August 23, 2023 is attached.
2) A copy of all addenda (Addendum No. 1 dated August 25, 2023) shall be stapled to the inside cover of the bid book.

Project Scope:

1) The scope of work is described in the contract includes but is not limited to:
   a) Culvert repair along N. Washington Avenue between St. Louis Street and N. Broad Street.
   b) Approximate limits of construction will be from existing centerline of N. Washington Avenue to back of sidewalk along north ROW.
   c) Additional items of work include removal and reconstruction of existing curb, sidewalk, driveways, asphalt, landscaping, etc.

2) The Bid has two options (Option A and Option B) for completion timeframe:
   a) Base Bid Option A: Completion date of January 31, 2024.
   b) Base Bid Option B: Completion within 180 working days.
   c) Both bid options shall be completed in order to be considered a responsive bid.

Clarifications:

The following clarifications are issued in response to questions and requests for information.

1) The contract time for Base Bid Option B has been increased to 180 working days.

2) Item III – Proposal (page 10) – The base bid options were swapped. This should read: The bidder further agrees to construct the improvements in calendar days with an end date of January 31, 2024 (Base Bid Option A); or 180 working days (Base Bid Option B).

3) The bid forms for Option A and Option B have been revised as follows. A revised copy of Item III (all 11 pages) is attached herein.
   a) Base Bid

2970 Cottage Hill Road. Suite 190, Mobile, AL 36606
thompsonengineering.com | 251.666-2443

i) Remove *301E002 – Crushed Aggregate Base Course, Type A, Plant Mixed*, 600 Tons
ii) Add *301E008 - Crushed Aggregate Base Course, Type B, Plant Mixed*, 600 Tons
iii) Increase quantity for *502A000 – Steel Reinforcement* to 222,000 LB.
iv) Add *524A010 – Culvert Concrete,* 1,100 CUYD.
v) Remove *524A011 – Culvert Concrete (Cast-In-Place),* 1,000 CUYD.
vi) Increase quantity for *618E000 – Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps* to 14 EA.
vii) Add 640A004 – Underground Utility Adjustment (Gas), 200 LF.
viii) Add 640A005 – Underground Utility Adjustment (Water), 200 LF.
ix) Add 640A006 – Underground Utility Adjustment (Sewerage), 200 LF.
x) Increase quantity for *674A000 – Construction Safety* Fence to 4,000 LF.
xi) Remove *740A000 – Traffic Control Scheme, 1 LS*.
xii) Add *740B000 – Construction Signs*, 750 SQFT.
xiii) Add *740D000 – Channelizing Drums*, 100 EA.
xiv) Add *740F001 – Barricades, Type II*, 12 EA.
xv) Add *740F002 – Barricades, Type III*, 24 EA.
xvi) Add *740I002 – Warning Lights, Type B*, 75 EA.
xvii) Add *742A001 – Portable Changeable Message Sign, Type 2,* 4 EA.
xviii) Increase unit price for *999A000 – Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer* to $75,000.00.

b) Additive Alternate No. 1 has been removed.

4) There will be no direct payment for saw cutting. This will be a subsidiary obligation to the applicable pay item for removal.

5) There are no restrictions on working hours.

6) Item VIII – Special Provisions – The DBE Utilization goal for this project specified in Note 4 has been revised to 2%. Note 4 should read: *The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.*

7) The City owns a half-acre lot at the corner of Lyons Street and Adams Street that is available for contractor staging. Other staging areas shall be coordinated by the contractor and a copy of said agreement shall be provided to the City and the Engineer.

8) ALDOT approved concrete mixes will not be required for this project. However, the culvert concrete shall meet a minimum compressive strength of 4,000 PSI at 28 days. All other concrete shall meet a minimum compressive strength of 3,000 PSI at 28 days unless otherwise directed by the engineer.

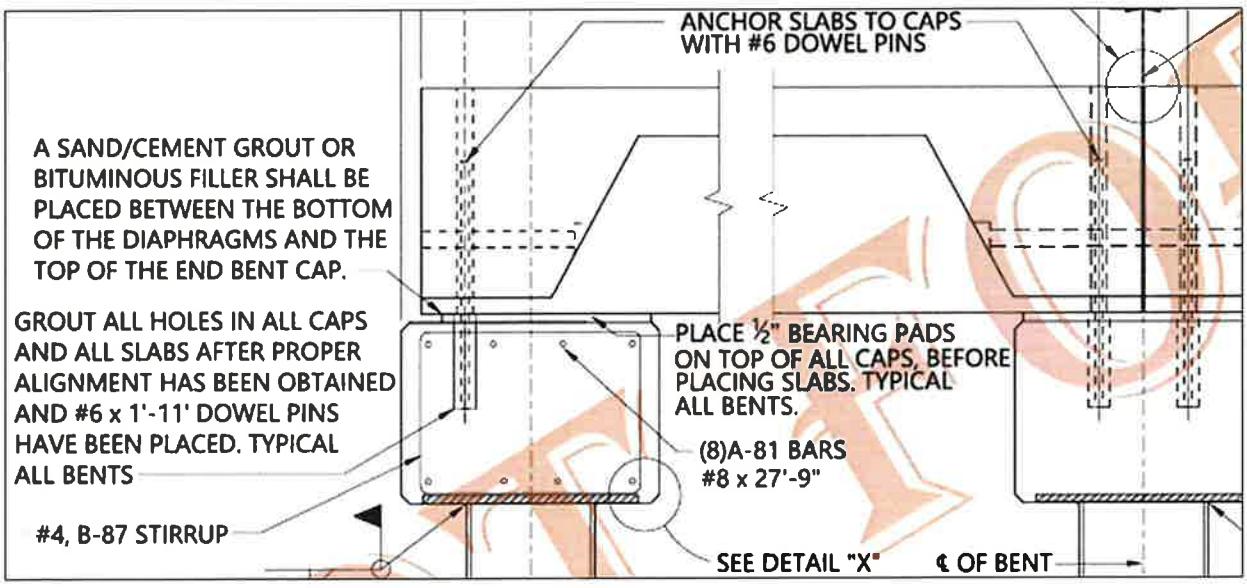
9) The allowable bearing pressure for the proposed culvert is 2.125ksf. During construction, the engineer can evaluate the loading applied to the culvert by specific equipment and construction methods and determine if additional matting is required.

10) The estimated date of Notice to Proceed is October 2, 2023.

11) On Sheet G101, Note 8 states *The contractor at no direct payment will support any utilities encountered during construction, requiring support. The contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation.*

    It is the responsibility of the contractor to coordinate with Alabama Power (and/or other utilities as applicable) to ensure the structural integrity of all utility poles during construction at no additional cost to the City.

12) The following detail is acceptable for connecting the precast panel to the existing culvert.
    a) Standard #6 rebar for the dowel connection.
    b) ½" thick elastomeric for bearing.



13) Essve Tech is an approved supplier for the corrugated dowel tubes (see attached contact information). Please use these (or approved equal) and not a blockout. Also, non-headed rebar will be acceptable provided there is at least 1.5" cover of concrete over the dowel bars and the dowels extend up into the precast panel at least 10".

The bidders on this project are advised to email a signed copy of this sheet to the office of Thompson Engineering Inc. (mrogers@thompsonengineering.com) prior to Tuesday, August 29, 2023 at 5:00 PM. **A copy of the entire addendum (all 17 pages) must be stapled to the inside front cover of the bid book and the modified bid form shall be used.** If you have any questions regarding this addendum, please contact our office.

Sincerely,
Thompson Engineering Inc.

Matthew C. Rogers, P.E.
Principal Engineer / Team Lead

SIGNED: McElheney Construction Company, LLC
Company Name

Contractors Representative

8/28/2023
Date

Revised per Addendum No. 1
August 25, 2023

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the THOMPSON ENGINEERING, as well as the premises.

Project No: 2023-3005-19
Project Name: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

The Bidder further agrees to construct the improvements in **calendar days with an end date of January 31, 2024 (Base Bid Option A) or 180 working days (Base Bid Option B)**; as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on August 25, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		$0.00
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		$0.00
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		$0.00
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		$0.00
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		$0.00
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		$0.00
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		$0.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		$0.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		$0.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		$0.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		$0.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		$0.00
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		$0.00
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		$0.00
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		$0.00
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		$0.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		$0.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		$0.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		$0.00
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		$0.00
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		$0.00
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		$0.00
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		$0.00
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		$0.00
640A004	200	Linear Foot	Underground Utility Adjustment (Gas)	No Dollars and No Cents		$0.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		$0.00
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		$0.00
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		$0.00
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		$0.00
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		$0.00
665G000	50	Each	Sand Bags	No Dollars and No Cents		$0.00
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		$0.00
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		$0.00
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		$0.00
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		$0.00
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		$0.00
690B000	22	Week	Portable Toilet	No Dollars and No Cents		$0.00
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		$0.00
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		$0.00

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		$0.00
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		$0.00
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		$0.00
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		$0.00
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		$0.00
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00
			TOTAL BASE BID OPTION A			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Base Bid Option A

Total (All items listed in Proposal) _____

Written in words _____

Completion Date **January 31, 2024**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business
Address _____

Business
Address _____

Business
Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		$0.00
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		$0.00
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		$0.00
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		$0.00
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		$0.00
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		$0.00
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		$0.00
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		$0.00
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		$0.00
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		$0.00
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		$0.00
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		$0.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		$0.00
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		$0.00
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		$0.00
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		$0.00
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		$0.00
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		$0.00
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		$0.00
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		$0.00
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		$0.00
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		$0.00
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		$0.00
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		$0.00
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		$0.00
640A004	200	Linear Foot	Underground Utility Adjustment (Gas)	No Dollars and No Cents		$0.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		$0.00
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		$0.00
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		$0.00
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		$0.00
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		$0.00
665G000	50	Each	Sand Bags	No Dollars and No Cents		$0.00
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		$0.00
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		$0.00
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		$0.00
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		$0.00
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		$0.00
690B000	22	Week	Portable Toilet	No Dollars and No Cents		$0.00
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		$0.00
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		$0.00

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

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740D000	100	Each	Channelizing Drums	No Dollars and No Cents		$0.00
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		$0.00
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		$0.00
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		$0.00
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		$0.00
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	$75,000.00
			TOTAL BASE BID OPTION B			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Base Bid Option B

Total (All items listed in Proposal) _____

Written in words _____

Number of working days to complete **180**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business
Address _____

Business
Address _____

Business
Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

ESSVE TECH, INC.

Corrugated Dowel Tubes

for Concrete Piles





Diameter (nominal)		Weight (lb./lin.ft.)
Inside	Outside	
1 1/2	2	0.56
1 3/4	2 1/8	0.60
2	2 3/8	0.67
2 1/8	2 1/2	0.71
2 3/8	2 3/4	0.75
2 5/8	2 7/8	0.85
2 3/4	3 1/8	0.88
3	3 3/8	0.96
3 1/8	3 1/2	0.98
3 3/8	3 3/4	0.90
3 1/2	3 7/8	0.94
3 3/4	4 1/8	1.00
4	4 1/4	1.04
4 1/8	4 1/2	1.13
4 1/4	4 5/8	1.21
4 1/2	4 7/8	1.29
4 3/4	5 1/8	1.35
5	5 1/4	1.40
5 1/8	5 1/2	1.47
6	6 1/4	1.94
6 1/8	6 1/2	2.07

Casting Corrugated Dowel Tubes in concrete piles pre-forms the holes to receive dowels connecting the pile to the pile cap. It is a much less expensive and more precise option than drilling the pile head after driving. In cases when pile depth is not known, tubes can be cast in at longer lengths since they are easily cut once the proper tip elevation is reached.



Corrugated Dowel Tubes are manufactured in the USA from 26-gauge domestic steel conforming to ASTM A653. Certifications available upon request.

770 740-0498

www.essvetech.com

13955 Highway 9 North
Alpharetta, Georgia 30004

Addendum No. 2

thompson
ENGINEERING

To: All Bidders

From: Matt Rogers

Date: August 29, 2023

RE: N. Washington Avenue Street and Culvert Repairs
City of Mobile Project No. 2023-3005-19

The plans and specifications for the above referenced project are hereby revised as follows:

Clarifications:
The following clarifications are issued in response to questions and requests for information.

1) The bid forms for Option A and Option B have been revised as follows. A revised copy of Item III (all 11 pages) is attached herein.
   a) Remove 640A004 – Underground Utility Adjustment (Gas), 200 LF.

2) An excel spreadsheet is included with this Addendum via email. This is provided as a courtesy, however the bidder shall be responsible for ensuring the accuracy of any quantities, unit prices, and equations.

The bidders on this project are advised to email a signed copy of this sheet to the office of Thompson Engineering Inc. (mrogers@thompsonengineering.com) prior to Tuesday, August 29, 2023 at 5:00 PM. **A copy of all addenda (all 17 pages of Addendum No. 1 and all 12 pages of Addendum No. 2) must be attached to the inside front cover of the bid book and the modified bid form from Addendum No. 2 shall be used.** If you have any questions regarding this addendum, please contact our office.

Sincerely,
Thompson Engineering Inc.

Matthew C. Rogers, P.E.
Principal Engineer / Team Lead

SIGNED: McElhenney Construction Company, LLC
Company Name

Contractors Representative

8/29/2023
Date

Revised per Addendum No. 2
August 29, 2023

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the THOMPSON ENGINEERING, as well as the premises.

Project No: 2023-3005-19
Project Name: N. WASHINGTON AVE – STREET AND CULVERT REPAIRS
Project Description: Repairs to culvert and associated street restoration.
Major work items include: Culvert, Resurfacing

The Bidder further agrees to construct the improvements in **calendar days with an end date of January 31, 2024 (Base Bid Option A)** or **180 working days (Base Bid Option B);** as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on August 25, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		
665G000	50	Each	Sand Bags	No Dollars and No Cents		
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		
690B000	22	Week	Portable Toilet	No Dollars and No Cents		
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		

BASE BID OPTION A SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	
			TOTAL BASE BID OPTION A			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Revised per Addendum No. 2
August 29, 2023

Base Bid Option A

Total (All items listed in Proposal) _____

Written in words _____

Completion Date **January 31, 2024**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder_____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business
Address_____

Business
Address _____

Business
Address_____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A000	1	Lump Sum	Clearing And Grubbing	No Dollars and No Cents		
205D001	3000	Square Yard	Removal of Structure (Partial)	No Dollars and No Cents		
206C000	500	Square Yard	Removing Concrete Sidewalk	No Dollars and No Cents		
206C010	250	Square Yard	Removing Concrete Driveway	No Dollars and No Cents		
206C019	3000	Square Yard	Removing Asphalt Pavement	No Dollars and No Cents		
206D002	950	Linear Foot	Removing Curb	No Dollars and No Cents		
210A000	1800	Cubic Yard	Unclassified Excavation	No Dollars and No Cents		
210D022	2400	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	No Dollars and No Cents		
301E008	600	Ton	Crushed Aggregate Base Course, Type B, Plant Mixed	No Dollars and No Cents		
429A220	250	Ton	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B223	300	Ton	Improved Bituminous Concrete Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
429B227	165	Ton	Improved Bituminous Concrete Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range B (Includes Tack Coat)	No Dollars and No Cents		
430B050	100	Ton	Aggregate Surfacing (ALDOT #1)	No Dollars and No Cents		
454A100	200	Linear Foot	Cleaning And Sealing Concrete Culvert (Epoxy Injection) (All Sizes And Lengths)	No Dollars and No Cents		

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
490D001	400	Square Foot	Culvert Spall Repair	No Dollars and No Cents		
502A000	222000	Pound	Steel Reinforcement	No Dollars and No Cents		
524A010	1100	Cubic Yard	Culvert Concrete	No Dollars and No Cents		
600A000	1	Lump Sum	Mobilization	No Dollars and No Cents		
610D003	3900	Square Yard	Filter Blanket, Geotextile	No Dollars and No Cents		
618A000	400	Square Yard	Concrete Sidewalk, 4" Thick	No Dollars and No Cents		
618A003	100	Square Yard	Concrete Sidewalk, 5" Thick	No Dollars and No Cents		
618B008	250	Square Yard	Concrete Driveway, 5" Thick (Includes Wire Mesh)	No Dollars and No Cents		
618E000	14	Each	Regular and Modified Truncated Dome Insert for New or Existing Handicap Ramps	No Dollars and No Cents		
620A000	20	Cubic Yard	Minor Structure Concrete	No Dollars and No Cents		
621E100	9	Each	Manholes, Type L Or M (Partial)	No Dollars and No Cents		
621M000	6	Each	Remove Existing Manhole	No Dollars and No Cents		
623B002	950	Linear Foot	Concrete Curb, Type A	No Dollars and No Cents		
640A005	200	Linear Foot	Underground Utility Adjustment (Water)	No Dollars and No Cents		

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
640A006	200	Linear Foot	Underground Utility Adjustment (Sewerage)	No Dollars and No Cents		
650A000	60	Cubic Yard	Topsoil	No Dollars and No Cents		
654A001	600	Square Yard	Solid Sodding (Bermuda)	No Dollars and No Cents		
665E000	1000	Square Yard	Polyethylene	No Dollars and No Cents		
665G000	50	Each	Sand Bags	No Dollars and No Cents		
665J002	1000	Linear Foot	Silt Fence	No Dollars and No Cents		
665O001	1000	Linear Foot	Silt Fence Removal	No Dollars and No Cents		
665Q002	200	Linear Foot	Wattle	No Dollars and No Cents		
674A000	4000	Linear Foot	Construction Safety Fence	No Dollars and No Cents		
680A001	1	Lump Sum	Geometric Controls	No Dollars and No Cents		
690B000	22	Week	Portable Toilet	No Dollars and No Cents		
703D001	200	Square Foot	Temporary Traffic Control Markings	No Dollars and No Cents		
740B000	750	Square Foot	Construction Signs	No Dollars and No Cents		
740D000	100	Each	Channelizing Drums	No Dollars and No Cents		

BASE BID OPTION B SHEET
Project No. 2023-3005-19
North Washington Avenue
Street & Culvert Repairs
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740F001	12	Each	Barricades, Type II	No Dollars and No Cents		
740F002	24	Each	Barricades, Type III	No Dollars and No Cents		
740I002	75	Each	Warning Lights, Type B	No Dollars and No Cents		
742A001	4	Each	Portable Changeable Message Sign, Type 2	No Dollars and No Cents		
999A000	1	Lump Sum	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	Seventy Five Thousand Dollars and No Cents	$75,000.00	
			TOTAL BASE BID OPTION B			

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Revised per Addendum No. 2
August 29, 2023

Base Bid Option B

Total (All items listed in Proposal) _____

Written in words _____

Number of working days to complete **180**

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business
Address _____

Business
Address _____

Business
Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:
Marc Vassallo, Public Services

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
1 Year, renewable for 2 addl 1 yr periods, contract with Emerald Coast Utilities Authority to accept City single stream recycling at ECUA's Material Recycling Facility in Escambia County FL. City will pay ECUA $60 per ton of product received. ECUA Board will approve/sign at their next meeting.

General fund.

Amount of Contract:
NTE $90,000 per year

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package ECUA Contract	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/7/2023 - 11:15 AM
Legal	Kern, Chris	Approved	9/7/2023 - 2:11 PM

Legal	Kern, Chris	Approved	9/7/2023 - 2:11 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

NOTE: submitted in anticipation of ECUA Board approval @ their next meeting.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Emerald Coast Utilities Authority, for a period to begin October 1, 2023, and to expire on September 30, 2023, renewable annually for up to two additional years without further City Council Approval, for the receipt and processing of City of Mobile recyclables in an amount as needed not to exceed $90,000 per year, 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

INTERLOCAL AGREEMENT BETWEEN THE EMERALD COAST UTILITIES AUTHORITY AND THE CITY OF MOBILE, ALABAMA FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCIABLES

This Interlocal Agreement (hereinafter "Agreement") for the Acceptance and Processing of Source Separated Recyclables (hereinafter "SSR") is made and entered into as of this ____ day of _____, 2023, by and between the Emerald Coast Utilities Authority, an independent special district created by the Laws of Florida (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City"), with administrative offices located at 205 Government St., Mobile, Alabama 36602 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS the City and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS the City operates Recycling Drop-Off Centers which are strategically located in Mobile, Alabama, and at which individuals may deposit SSR which have been removed from the City's solid waste stream;

WHEREAS the SSR collected in the City must be processed and sorted into separate commodities to facilitate their resale so that the recyclable materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Materials Recycling Facility (hereinafter "MRF") which is capable of processing SSR;

WHEREAS the City would like to deliver all of the SSR collected at its Recycling Drop-off Centers during the term of the agreement to the ECUA MRF so that the SSR may be processed, segregated into recyclable commodities, and put to beneficial use;

WHEREAS the Parties desire to clarify the terms and conditions under which the City may deliver and the ECUA MRF may accept SSR collected by the City.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state, and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives, or other action adopted, issued, or taken by a governmental authority.

2.2 *Drop-off Center Sites* -- shall mean sites designated by the City as drop off facilities for use by the general public to dispose of recyclables and recyclable materials.

2.3 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.4 *ECUA MRF* -- shall refer to the Materials Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.5 *Effective Date* -- shall mean October 1, 2023.

2.6 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.7 *Hazardous Waste* -- shall mean (a) any waste which by reason of its

quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.)* and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.)* and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat.§ 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.8 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste,

and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.9 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.10 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.11 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard, and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum, and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF.

2.12 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.13 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.14 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive SSR for any reason except Force Majeure. Notice shall be provided to the City in accordance with paragraph 13 of this Agreement.

2.15 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that

incidental amounts of Rejects may be collected and delivered with SSR as a normal part of a recycling collection program.

2.16 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.,* or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.5, above, and end on September 30, 2024. The Parties may extend the term upon mutual written agreement for two additional one-year periods.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the ECUA MRF, all SSR collected by the City at City drop off sites. The ECUA MRF shall only be obligated to receive SSR at those times and on those days on which the ECUA MRF is operating, receiving SSR, and not Shutdown.

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be assessed a separate, additional sixty-five dollars ($65.00) per ton of rejected materials per load. In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, the City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF. Moreover, in the event that the City's SSR has Reject contamination of twenty-five percent (25%) or greater on three (3) separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his/her designee, in his/her sole discretion, may terminate this Agreement and disqualify the City from further deliveries. In an effort to avoid such a termination, however, ECUA shall comply with an escalating reporting requirement for the rejection of loads because of excess contamination, as follows:

(1) for the first such rejection within a thirty (30) calendar day period, ECUA shall both e-mail and telephone the Director Public Services the day the rejection recurs;

(2) for the second such rejection within a thirty (30) calendar day period, ECUA shall both e-mail and telephone the Chief of Staff the day the rejection occurred; and

(3) for the third such rejection within a thirty (30) calendar day period, ECUA shall both e-mail and telephone the Mayor the day the rejection occurred.

c. *Charges to City.* The City shall be charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraphs 4.b. and 6. of this Agreement, below.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Mobile will likely be commingled with SSR generated from other jurisdictions,

the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

6. Charges for Delivered Recyclables. The Parties agree that the City shall be charged for the SSR processed at the ECUA MRF, at a flat rate of sixty dollars ($60.00) per ton based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

7. Billing. ECUA shall send a bill to the City within twenty (20) calendar days of the end of each month of the calendar year which reflects all charges to the City pursuant to paragraph 6., above. All charges shall be paid by the City within forty-five (45) calendar days of the end of each month of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b., above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables: Delivery of said SSR; and Tonnage Limit.

a. *Collection and Delivery Requirements.* The City presently provides for the collection of residential solid waste within its jurisdiction and offers diversion from the waste stream and collection of SSR at recycling drop-off centers. The City agrees to keep the collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to

the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b., above, the City shall not be in breach of this Agreement by delivering such contaminated load(s) directly to a Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately two thousand five hundred (2,500) tons of SSR are generated and collected by of the City per year. Despite the requirements in paragraphs 4.a. and 11.a., above, that all SSR be delivered to ECUA the City is limited to delivering three thousand (3,000) tons of SSR per calendar year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. Events of Default. A Party shall be in default of this Agreement only upon the expiration of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, has rectified the particulars specified in said notice of default within the specified time period; provided, however, that such Party shall not be deemed to be in default if such failure [except a failure to pay money] cannot be rectified within said thirty (30) calendar day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. Notices. All notices called for under this Agreement, other than those called for under paragraph 4.b., above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City:

Marc Vassallo, Director Public Services
City of Mobile
1900 Hurtel Street
Mobile, Alabama 36605
E-mail: marc.vassallo@cityofmobile.org
Telephone: (251) 208-4103

With a copy to:

City Attorney
City of Mobile
205 Government St
Mobile, Alabama 36602

To ECUA:

J. Bruce Woody Executive Director

With a copy to:

Robert O. Beasley,

Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514 E-mail: bruce.woody@ecua.fl.gov Telephone: (850) 969-3300	ECUA General Counsel 40 Palafox Place, Ste 300 Pensacola, FL 32502 ROBservice@lawpensacola.com (850) 432-9818

14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

15. ECUA's Right to Refuse to Accept SSR and Parties Right to Terminate for Convenience. Notwithstanding the provisions of paragraph 4., above, in the event that the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from the City through the duration of that Shutdown. Additionally, in the event of a Shutdown, the City may dispose of its SSR as it deems fit for the duration of that Shutdown, and the City is not obligated to reimburse ECUA and/or the operator of the ECUA MRF, if any, for lost revenue associated therewith. Moreover, in the absence of a Shutdown, ECUA, acting through its Executive Director, or the City, may terminate this Agreement for convenience on one week's written notice notwithstanding the provisions of paragraph 3 above.

16. Records. Both Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause.

17. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in Escambia County, Florida.

20. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida.

21. Interpretation. For the purpose of this Agreement, the singular includes the plural, and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision

of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

22. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

23. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

24. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

25. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or cotinine to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be

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

27. Nondiscrimination: ECUA 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Mobile, Alabama, a political subdivision of the State of Alabama acting by and through its duly authorized City Council.

_____
W.S. Stimpson, Mayor

ATTEST:

Date: _____

_____
City Clerk

EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida

_____
Lois Benson, ECUA Board Chairperson

Date: _____

ATTEST:

Approved as to Form and Content:

_____
Administrative Coordinator

_____
ECUA General Counsel

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

To approve contract with Terracon Consultants, Inc. for testing services.

Amount of Contract:

$50,000.00

Funding Source

Project # C0875 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Testing Services	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/7/2023 - 2:42 PM
Capital	Rhodes, Brenda	Approved	9/7/2023 - 1:53 PM
Legal	Kern, Chris	Approved	9/7/2023 - 2:59 PM
Mayors Office	Montgomery, Brandi	Approved	9/7/2023 - 2:59 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N Washington Ave Street and Culvert Repairs
COM Project: 2023-3005-19

PROJECT #: C0875 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $50,000.00

VENDOR NAME: Terracon Consultants, Inc

VENDOR NUMBER: 287758

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___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** 9/7/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Terracon Consultants, Inc.
Project Name:	N Washington Avenue Street and Culvert Repairs COM Project No. 2023-3005-19
Estimated Cost:	$50,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

CONTRACT

This contract, made and entered into this _____ day of _____, 2022, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **(Terracon Consultants, Inc.),** hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Thompson Engineering, Inc.)** employed by the CITY to perform professional engineering services for the Project.

(d) **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.

(e) **COUNCIL** - Mobile City Council

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(i) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **N. WASHINGTON AVE-STREET AND CULVERT REPAIRS**

Project No. – **2023-3005-19**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Thompson Engineering, Inc.)** to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "B" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. 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 LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be

in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation

BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY

will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut

sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four (4) concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one (1) at three days, one (1) at seven days, two (2) at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A

TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services 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 LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion

calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$50,000.00 (Fifty Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this contract, the LABORATORY 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.

30. E-VERIFY:

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.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) 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.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

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.

(c) Automobile Liability Insurance:

1) 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.

(d) 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.

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

LABORATORY 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 entities 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.

33. **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.

34. INDEMNIFICATION:

The LABORATORY 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 LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

LABORATORY 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.

35. 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: _____

TERRACON CONSULTANTS, INC.

By: _____

Print: Matthew Ponder

Its: Office Manager

Address: 6215 Rangeline Rd Suite 115
Theodore, AL 36582

Telephone: 251-443-5374

STATE OF ALABAMA
CITY OF MOBILE

I, Mary Avera, a Notary Public in and for said State and County, hereby certify that Matt Ponder, whose name as Office Manager of Terracon Consultants, 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 7th day of September, 2023.

MARY AVERA
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC

My Commission Expires: 6-22-2025

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

N. Washington Ave – Street and Culvert Repairs

Project No. 2023-3005-19

Source of Funding: C0875 – Alabama Municipal Trust, Capital Improvement Fund.

The estimated laboratory cost is not to exceed, unless otherwise approved: $ 50,000.00

EXHIBIT 'B':

FEE SCHEDULE AND SUMMARY OF HOURLY RATES

EXHIBIT 'C':

E-VERIFY, INSURANCE & CERTIFICATIONS

EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2024 9/6/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1312891 TERRACON CONSULTANTS, INC. 6215 RANGELINE ROAD, SUITE 115 THEODORE AL 36582	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : The Travelers Indemnity Company of America — 25666 INSURER E : Lloyds of London INSURER F :

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 19876828 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB X XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	TC2J-GLSA–9P529930	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-131J3858	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $0	Y	Y	CUP-4W208814 (EXCL. PROF & POLL LIAB.)	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E	CONTRACTORS POLLUTION LIAB PROFESSIONAL LIABILITY	N	N	0312-6506 LDUSA2305180	4/1/2023 4/1/2023	4/1/2025 4/1/2024	$10,000,000 EACH OCCURANCE/AGGREGATE $1,000,000 EACH CLAIM/$1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT # EK231065 ; PROJECT NAME: 2023-3005-19 N. WASHINGTON AVE – STREET AND CULVERT REPAIRS. CITY OF MOBILE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

19876828
CITY OF MOBILE
JAKE CLEMENTS
205 GOVERNMENT ST UNIT 6
MOBILE AL 36602

CANCELLATION See Attachments

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 Joseph M Agnello

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COMMERCIAL GENERAL LIABILITY

TC2J-GLSA–9P529930

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1), (2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

a. The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or

b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

a. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

b. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** —Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY
TC2J-GLSA-9P529930

4. Other Insurance

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

Subsequent to the signing of that contract or agreement by you.

CG T1 00 02 19

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO
ISSUE DATE: 04/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE - CONTRACTORS

This endorsement modifies insurance provided by the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

WHERE REQUIRED BY WRITTEN CONTRACT.

PROVISIONS

1. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured,** of **SECTION II- COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions** , of **SECTION IV - BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance** , this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T6 00 02 16

Umbrella Liability
Policy Number: CUP-4W208814

AMENDMENT OF COVERAGE - WHO IS AN INSURED

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces Paragraph A.2. of SECTION II - WHO IS AN INSURED:
2. Any other person or organization qualifying as an insured in the "underlying insurance".

EU 01 25 07 16

COMMERCIAL GENERAL LIABILITY POLICY NUMBER: TC2J-GLSA-9P529930

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

Any person or organization for whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payment we make because of:

1. "Bodily Injury" or "property damage" that occurs: or

2. "personal injury" or advertising injury" caused by an offense committed; after you have executed that contract or agreement

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

COMMERCIAL AUTO
POLICY #TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of the CONDITIONS section is replaced by the following:
5. Transfer Of Rights Of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

CA T3 40 02 15

Policy Numbers:

UB-1T88663A-22 (AOS)
UB-1T885681 (AZ, MA, WI)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

UMBRELLA LIABILITY
POLICY NUMBER: CUP-4W208814

SECTION V - CONDITIONS
T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage A, the "underlying insurer", enfore them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is commutted subsequent to the execution of that contract or agreement by such insured.

EU 00 01 07 16

POLICY NUMBER: TC2J-GLSA-9P529930
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days' Notice: 30**

NAME: ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL, OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice with at least the Number of Days indication above before the effective date to our action.

IL T3 54 03 98

POLICY NUMBER: TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation: 30**

NAME: ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorilly permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

IL T4 05 03 11

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3
POLICY NUMBER:
UB-1T885681 (AZ, MA, WI), UB-1T88663A (AOS)

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX - CONDITIONS:**

Notice of Cancellation to Designated Persons or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address in at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

Number of Days' Notice
30

All other terms and conditions of this policy remain unchanged.

Attaching to and forming part of Policy Number: LDUSA2305180

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Assured.** It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change.** The **Assured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change,** if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Insurers.

(0) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(1) As used in this endorsement:

(i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Assured.**

(ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Assured.**

All other terms and conditions of the Policy remain unchanged.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

POLICY NUMBER: CUP-4W208814 ISSUE DATE: 12/27/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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POLLUTION LIABILITY
POLICY #: 0312-6506

CANCELLATION CONDITION AMENDMENT - additional notice other than named insured limited to e-mail notification

It is hereby agreed that **Section V – Conditions, 3. Cancellation** is amended to include the following:

In the event that we cancel this policy for any reason other than nonpayment of premium, and

1. The cancellation effective date is prior to this Policy's expiration date;
2. The first Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to us, either directly or though its broker of record, the email address of the contact at such entity; and

1. We receive this information after the first Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us;

We will endeavor to provide a notice of cancellation via e-mail to such Certificate Holder(s).

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on our part to deliver the notice of cancellation will not impose liability of any kind upon us or invalidate the cancellation.

Any Certificate Holder(s) is not an insured or a loss payee under this Policy. No coverage will be available under this Policy for any claim brought by or against any Certificate Holder(s).

All other terms and conditions of this policy remain unchanged.

By:

Title:

Date:

6215 Rangeline Road, Suite 115
Theodore, AL 36582
P (251) 443-5374
Terracon.com

September 6, 2023

City of Mobile, AL
917 Western America Circle, Suite 400
Mobile, AL 36609

Attn: John Forrester
P: (251) 208-7234
E: forresterj@cityofmobile.org

RE: Proposal for Construction Materials Testing Services
2023-3005-19 N Washington Ave Culvert and Street Repairs
N Washington Ave
Mobile, AL
Terracon Proposal No. PEK231065

Dear John Forrester:

We appreciate the opportunity to submit this proposal to City of Mobile, AL to provide Construction Materials Testing services for the above referenced project. The following are exhibits are attached.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

We have established an estimated budget to perform the Scope of Services described in this proposal of $50,000.00 (Not to Exceed) for the project based on our limited review of the plans and specifications, as well as our experience with similar projects. Exhibit C includes details of our fees.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by sending a copy of the standard City of Mobile Contract.

Sincerely,
Terracon

Larry F. Hyde
Assistant Project Manager

Matthew R. Ponder, P.E.
Office Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described below based upon feedback from City of Mobile, AL and our limited review of the plans and specifications. Aspects of the project, undefined or assumed, are highlighted as shown below. We request City of Mobile, AL and/or the design team verify all information prior to our initiation of field exploration activities.

Project Information & Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by John Forrester with the City of Mobile Engineering Dept. on 08/28/2023. The request included construction plans for North Washington Avenue Street and Culvert Repairs dated 08/21/2023.
Project Description	Repairs to 2,000 ft of existing Culvert under North Washington Avenue, with associated street and sidewalk repairs
Site Information	The project is located at N Washington Ave in Mobile, AL. 1 acre 30° 41.681′ N / 88° 3.239′ W
Tentative Construction Schedule	5 months (contractor provided) We have not been provided with the contractor's schedule. Once that becomes available, we should be provided a copy and allowed to revise this estimate.
Below-Grade Structures	Existing Culvert extends to approximately 8 ft below street level
Pavements	Paved driveway and parking will be constructed on approximately 0.75 acres of the parcel. Asphalt Concrete (AC) surfacing is proposed for the project will consist of the following pavement sections: ▪ **Light Duty: 3** inches of AC over 6 inches of aggregate base (AB)
Building Code	2018 International Building Code (IBC)

The information provided in the table above is based on our limited review of the project plans and specifications. During construction, Terracon will need to be provided with digital copies of all current/revised drawings, details, specifications, Requests for Information, reviewed submittals, approved concrete mix designs, and any other clarifying or modifying communication that affect our portion of the work.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field services, laboratory testing, and project delivery. These services are described in the following sections.

Field Services

It is our understanding that the planned project will require Construction Materials Testing services. For this project, Terracon will provide engineering technicians to perform field testing, and other construction monitoring activities during construction. The activities will be performed in general accordance with the project plans and specifications or standard industry practice (ASTM or ACI standards) when not covered by the project plans and specifications. Our services will include the following:

Site work

- **Site Preparation**
  - Observation of proofrolls to evaluate the stability of the subgrade and provision of mitigation recommendations, as needed
  - Laboratory testing of proposed engineering fill materials
  - Periodic field density testing of engineering fill

Concrete

- Cast-in-Place Concrete
  - Observation and documentation of formwork, reinforcing steel, and embed elements prior to concrete placement
  - Document use of specified mix design
  - Observation and documentation of concrete placements
  - Sampling and testing the fresh properties of concrete during placement
  - Casting and curing concrete specimens
  - Laboratory compressive strength testing of concrete specimens
  - Floor flatness and levelness measurements of building slab-on-grade

- Post-Installed Anchors
  - Verification of the use of approved adhesive and expiration dates
  - Documentation of anchor types, grade, and size
  - Documentation of hole size, depths, and cleaning procedures
  - Observation of installation process

Pavement

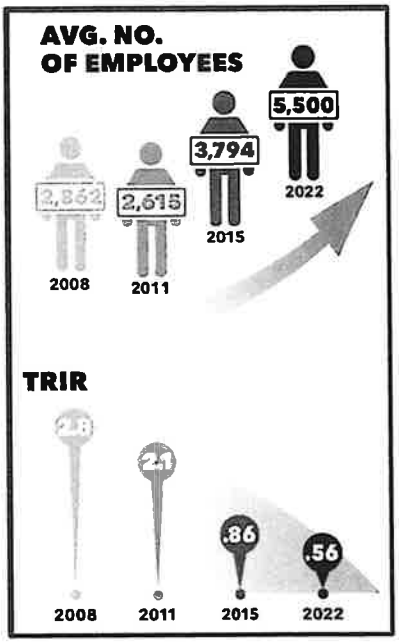
- Asphalt Pavements
  - Field density testing of aggregate base
  - Documentation of subgrade stability prior to paving operations
  - Observation and documentation of asphalt placement
  - Field density testing of asphalt
  - Laboratory testing of provided asphalt cores (thickness & density of cores)

Our scope of services as quoted in this proposal will not include the following items, but can be added upon request:

- Observation and testing of concrete placements for sidewalks
- Fabrication shop structural steel inspection
- Full-time observation of field welding activities
- Full-time utilities observation and testing
- Full-time masonry observation and testing
- Observation and testing of monolithic, mastic, and intumescent fireproofing
- Storm water inspections and reporting

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate.



Our field work on this project will be conducted under the guidance of a Terracon safety plan that considers the information that we know about this site as it relates to safety and potential safety hazards. Our services specifically exclude the overall job site safety responsibility (including the client, contractors, subcontractors, or other parties present at the site) and our services do not relieve any contractor/subcontractor from complying with project specifications.

Staff and Laboratory Accreditations

Terracon's team includes ACI certified technicians and Alabama-licensed Professional Engineers, as well as NICET and ICC Certified field managers with over 10 years of experience in materials testing and analyses. The team has performed and managed field and laboratory testing, including Special Inspections per Chapter 17 of the IBC for projects throughout Alabama, Mississippi, and Florida.

Our laboratories operate under our Corporate Construction Materials Laboratory Quality Management System (QMS). Our QMS was established using the following standards:

- AASHTO R18 – Standard Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories
- ASTM E329 – Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
- ASTM D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and rock as used in Engineering Design and Construction
- ASTM C1077 – Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criterial for Laboratory Evaluation
- ASTM D3666 – Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials

Our QMS Manual and laboratory procedures have been audited by multiple independent outside agencies. Our Mobile, Alabama laboratory holds the following accreditations:

- AASHTO Materials Reference Laboratory (AMRL)
- Cement and Concrete Reference Laboratory (CCRL)
- US Army Corps of Engineers (USACE)

Project Management, Delivery, and Scheduling

Terracon will designate a Project Manager to oversee our Scope of Services for the project. Terracon's Project Manager will utilize Terracon's proprietary project and data management software program, CMELMS™, to track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, project reports, and invoice distribution. The Project Manager will designate appropriate parties to perform field tests and observations, as well as review and distribute reports to the appropriate parties designated in the contract documents. The results of our services will be provided:

- Verbally, preliminary field results will be communicated daily to the on-site representative; and
- Electronically, non-deviation reports will be emailed to distribution list within 3 business days and deviation reports will be emailed within 24 hours

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your construction/design team the necessary link and password to access the website (if not previously registered). We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal.

Materials testing is often scheduled by the contractor's representative. We request that that the contractor establishes communication with Terracon so that we may better understand the work schedule and share contact information. It is the **responsibility of the contractor** to provide our office with a **minimum 24-hour advance notice** of construction activities or cancelations which would require monitoring our services. All scheduling and dispatching can be made **via telephone at (251) 443 5374**. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

Exhibit C - Compensation

The Fee Estimate below presents our estimated fees for the project based upon our limited review of the project plans and specifications, as well as our experience with similar projects. The Fee Estimate outlines the unit rates for our services. Circumstances outside of our control, such as inclement weather, efficiency of scheduling by site personnel, efficiency of the contractor and subcontractors, or substandard work requiring extensive re-testing, may dictate that our technician be on-site for a greater period of time than originally estimated. For this reason, we cannot definitively predict the actual amount of time that will be required of our on-site technician.

The hourly rate for the on-site technician includes all equipment to perform field tests, and no separate "per test" charges will apply. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal working hours between 7:00am and 6:00 pm, in excess of 8 hours per day, and on Saturdays. A rate of 2.0 times the regular rate will be charged for all work performed on Sundays and Terracon recognized Holidays. A 4-hour minimum charge applies to all work. All charges will be applied in 1-hour increments after 4-hour minimum is met.

We will invoice for these services on a monthly basis for the actual units at the unit rates shown on the Fee Estimate. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Fee Estimate

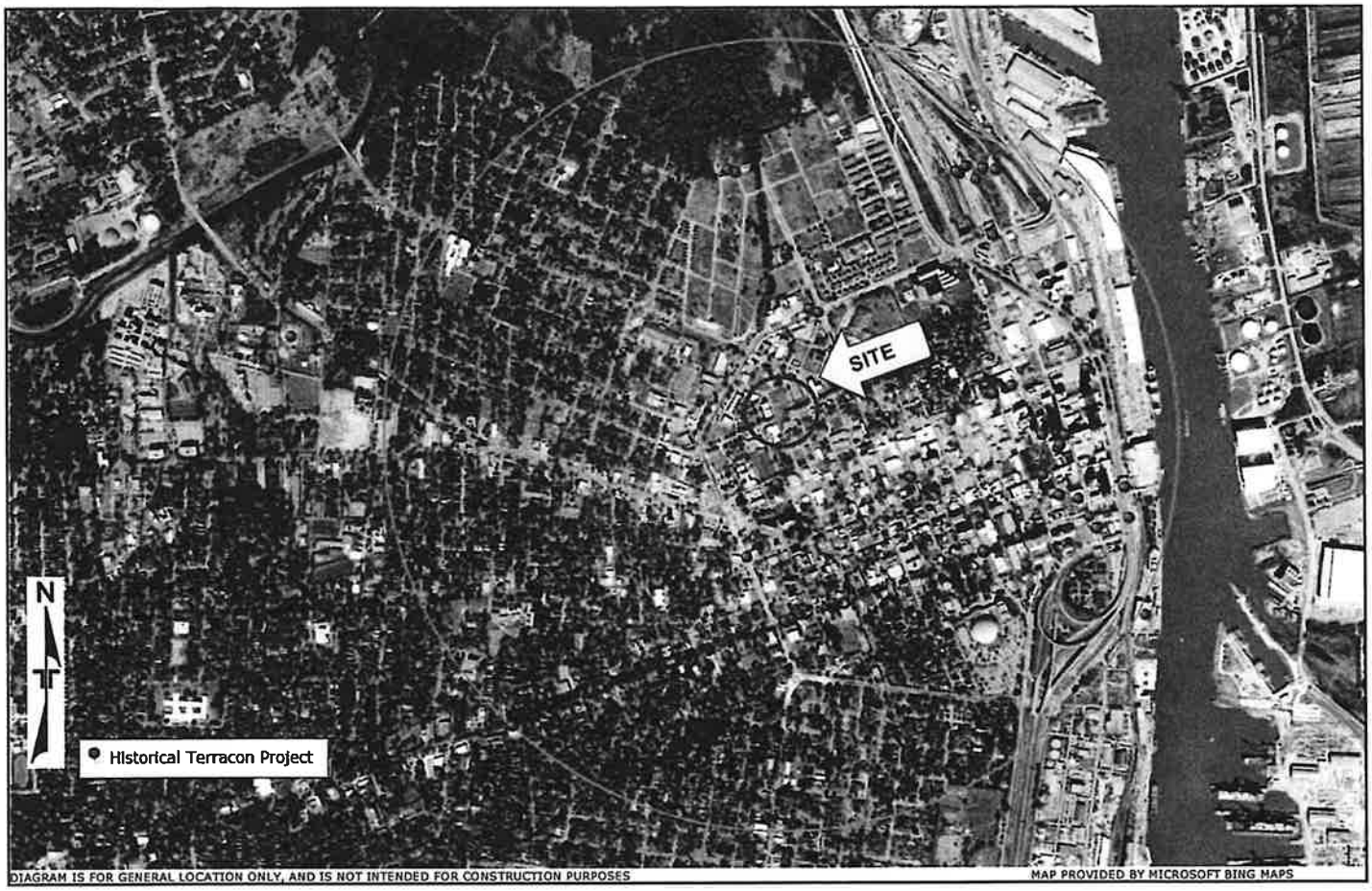
Materials Services

2023-3005-19 - N Washington Ave Culvert and Street Repairs

Terracon Proposal No. PEK231065

TASK NUMBER	DESCRIPTION	RATE		QUANTITY	UNITS	TRIPS	TOTAL
1	**Site Work**						
	Engineering Technician	$ 80.00	@	60	hours	=	$4,800.00
	Atterberg Limits Determination (3 pt.)	$ 95.00	@	1	tests	=	$95.00
	Moisture Content Determination	$ 12.00	@	1	tests	=	$12.00
	Wash 200	$ 65.00	@	1	tests	=	$65.00
	Sieve Analysis (Unwashed)	$ 65.00	@	1	tests	=	$65.00
	Standard Proctor	$ 195.00	@	1	tests	=	$195.00
	Trip Charge	$ 25.00	@	15	trips	=	$375.00
	Sub Total						**$5,607.00**
2	**Cast-in-Place concrete**						
	Engineering Technician	$ 80.00	@	232	hours	=	$18,560.00
	Senior Technician	$ 90.00	@	60	hours	=	$5,400.00
	Compressive Strength of 4" x 8" Cylinder	$ 18.00	@	330	tests	=	$5,940.00
	Trip Charge	$ 25.00	@	68	trips	=	$1,700.00
	Sub Total						**$31,600.00**
3	**Pavement**						
	Engineering Technician	$ 80.00	@	48	hours	=	$3,840.00
	Stone Proctor	$ 250.00	@	1	tests	=	$250.00
	Core Density (field cut)	$ 50.00	@	6	tests	=	$300.00
	Trip Charge	$ 25.00	@	6	trips	=	$150.00
	Sub Total						**$4,540.00**
4	**Professional Services 5**						
	Project Manager	$ 185.00	@	20	hours	=	$3,700.00
	Clerical	$ 70.00	@	30	hours	=	$2,100.00
	Assistant Project Manager	$ 120.00	@	20	hours	=	$2,400.00
	Sub Total						**$8,200.00**
	Total						**$49,947.00**

Exhibit D – Site Location



Project Specific Details Form

Project Name	2023-3005-19 N Washington Ave Culvert and Street Repairs			
Project Location	N Washington Ave Mobile, AL			
Client Contact	City of Mobile, AL			
Client Contact	**Name**	John Forrester	**Phone**	(251) 208-7234
	Email	forresterj@cityofmobile.org		
Terracon Contact	**Name**	Matthew R. Ponder, P.E.	**Phone**	(251-) 443-5374
	Email	matt.ponder@terracon.com		

Invoicing Instructions	**Contact Name**	John Forrester
	Contact Address	917 Western America Circle, Suite 400
	Contact Email	forresterj@cityofmobile.org
	Contact Phone	(251) 208-7234
	Email / Mail / Upload	

Special Forms/ Requirements	**Form**	**Required Y/N**	**If Yes, please provide details/forms**
	COI		
	W9		
	PO #		
	Pay App		
	Lien Waiver		
	Other		

	Name	**Phone No.**	**Email**
Report Distribution List			

Additional Info Comments	

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-19 Current Date 9 /7 /23

Project Description N. Washington Ave - Street and Culvert Repairs

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.

Wavier requested due to the nature of the work. This is a materials testing contract and the required work is specialized and small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 9/7/2023 (Date)

251-208-7426 **Telephone Number**

nick.amberger@cityofmobile.org **Email Address**

Reviewed By (Office of Supplier Diversity)

(Signature) **(Title)** **(Date)**

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/3/2023 - 3:12 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A PORTION OF A 40' UNDEVELOPED PORTION OF A SERVICE ROAD BORDERING 3812 AND 3820 COTTAGE HILL ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of September, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

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

Lisa C. Lambert
City Clerk

AMENDED RESOLUTION ASSENTING TO THE VACATION OF CERTAIN PUBLIC RIGHT-OF-WAY

Sponsored by: Councilmember Daves

WHEREAS, it has been shown to the satisfaction of the City Council of the City of Mobile ("City Council") that **Gregory J. Darling and Ann M. Darling** and **Jeffrey L. Byrd and Susan A. Byrd**, constitute all landowners owning property abutting a portion of the public right-of-way known as undeveloped forty foot (40') "service road" more particularly described as follows:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

WHEREAS, Gregory J. Darling and Ann M. Darling and **Jeffrey L. Byrd and Susan A. Byrd** desire that said right-of-way be vacated, have submitted a Petition to the City Council requesting that it assent to the vacation of same pursuant to *Code of Alabama* § 23-4-20, as amended, and have provided notice of such request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, a public hearing as to the proposed vacation has been held, and, if necessary, a public hearing as to the right-of-way vacation fee to be determined has been held, with all necessary notice to interested parties having been provided for such hearing(s), all as required by law and ordinance; and,

WHEREAS, the above-described right-of-way is not needed as a public right-of-way in the City of Mobile, Alabama, and the proposed vacation of said right-of-way is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation, except for those who have joined in said Petition, and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

Area sought to be vacated:	5227.2 square feet
Darling tract (3820 Cottage Hill):	27007 (estimated)
Darling tract (3812 Cottage Hill):	12631.82
Byrd tract (3759 Cottage Hill Road):	19166 (estimated);

NOW THEREFORE, the premises considered, **BE IT RESOLVED** by the City Council of the city of Mobile, pursuant to *Code of Alabama* § 23-4-20, as amended, that, contingent upon pre-payment of the right-of-way vacation fee stated below, by **Gregory J. Darling, Ann M. Darling, Jeffrey L. Byrd, Susan A. Byrd,** having quitclaimed their interest in the right-of-way to be vacated as stated in the Amended Declaration of Vacation dated May 30, 2023, the following described public right-of-way is and shall be vacated:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

BE IT FURTHER RESOLVED that the right-of-way fee provided for in *Code of Alabama* § 11-49-69 and the *City of Mobile Ordinance* No. 57-029-2020 is hereby determined and established to be $10,924.85.

BE IT FURTHER RESOLVED that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred, including the right to cut and/or trim trees which interfere with said facilities and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Notice of this Resolution shall be published in a newspaper in Mobile County no later than fourteen (14) days after its adoption. This Resolution shall also be recorded in the land records of the Mobile County Probate Court.

ADOPTED:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, Lisa C. Lambert, City Clerk of the City of Mobile, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the city of Mobile in its meeting duly held on the ____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the city Council of the City of Mobile on this ____ day of _____, 2023.

_____

CITY CLERK

AMENDED PETITION FOR VACATION

WHEREAS, the original Petition for Vacation filed with the City Clerk referred to the **improved** value of all lots or tracts of land that abut the area sought to be vacated; and

WHEREAS, The City of Mobile Real Estate Department through Lana Gauthier, Recording Supervisor, calculated the fee by determining the fair market appraised **improved** value of the lots or tracts of land abutting the area sought to be vacated to calculate the fee for the vacation request; and

WHEREAS, an Ordinance to Amend Section 57-17 of the Mobile City Code, 1991 approved June 7, 2022 which provides in Section 57-17 (3) (e) (2), "The fee shall be equal to the fair market appraised **unimproved** land value of the land which will be added to the holdings of the abutting landowners who will directly benefit from the vacation, as determined in accordance with Code of Ala. § 11-49-6."; and

WHEREAS, Petitioners are re-submitting their Amended Petition to Correct their prior Petition which used the Mobile County Revenue Commissioners assessed **improved** value of land abutting the area sought to be vacated as determined by the Mobile County Revenue Commissioner instead of the current year fair market **unimproved** land value, as determined by the Mobile County Revenue Commissioner as provided in the Mobile City Code Ordinance as amended Sec. 57-17; and

WHEREAS, the Petitioners are attaching to this Amended Petition and incorporating by reference as fully as though set out herein the original Petition with attachments with the exception of the substituting Mobile County Tax Appraiser **unimproved** appraisal values of land set forth therein; and

WHEREAS, the undersigned Gregory J. Darling and Ann M. Darling and Jeffrey L. Byrd and Susan A. Byrd constitute all of the abutting owners surrounding that undeveloped forty foot (40') "service road" more particularly described as follows:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

IN WITNESS WHEREOF, the parties have hereunto caused this petition to be executed and set their hands and seals on this the 30 day of May, 2023.

GREGORY J. DARLING

ANN M. DARLING

JEFFREY L. BYRD

SUSAN A. BYRD

STATE OF ALABAMA
COUNTY OF MOBILE

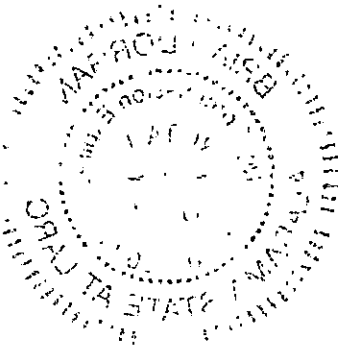
I the undersigned Notary Public in and for said State and County, hereby certify that **Gregory J. Darling and Ann M. Darling,** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of May, 2023.

(SEAL)

BRIAN DORGAN
My Commission Expires
NOTARY PUBLIC
10-01-2024
ALABAMA STATE AT LARGE

Notary Public, State of Alabama
My Commission Expires: 10/01/2024

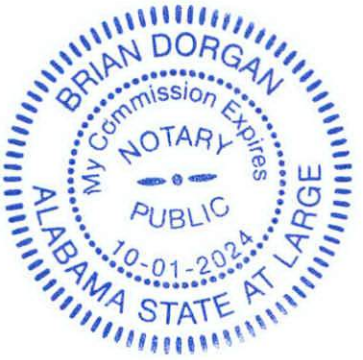


STATE OF ALABAMA
COUNTY OF MOBILE

I the undersigned Notary Public in and for said State and County, hereby certify that **Jeffrey L. Byrd and Susan A. Byrd,** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of MAY, 2023.

(SEAL)



Notary Public, State of Alabama
My Commission Expires: 10/01/2024

STATE OF ALABAMA

COUNTY OF MOBILE

AMENDED DECLARATION OF VACATION

WHEREAS, the original Declaration of Vacation filed with the City Clerk referred to the Mobile County Revenue Commissioners appraised **improved** value of all lots or tracts of land that abut the area sought to be vacated; and

WHEREAS, The City of Mobile Real Estate Department by Lana Gauthier, Recording Supervisor, calculated the fee for the vacation request using the appraised fair market of the **improved** lots abutting the land to be vacated; and

WHEREAS, an Ordinance to Amend Section 57-17 of the Mobile City Code, 1991 approved June 7, 2022 which provides in Section 57-17 (3) (e) (2), "The fee shall be equal to the fair market appraised unimproved land value of the land which will be added to the holdings of the abutting landowners who will directly benefit from the vacation, as determined in accordance with Code of Ala. § 11-49-6."; and

WHEREAS, Petitioners are re-submitting their Amended Declaration to Correct their prior Declaration using the **improved** instead of **unimproved** values of all lots or tracts of land abutting the area sought to be abandoned as provided in the amended Section 57-17 of the Mobile City Code; and

WHEREAS, the Petitioners are attaching to this Amended Declaration and incorporating by reference as fully as though set out herein the original Declaration of Vacation with attachments with the exception of the **improved** values of land set forth therein and substituting the _ fair market appraised values of land that abuts the area sought to be vacated; and

WHEREAS, the undersigned Gregory J. Darling and Ann M. Darling are the owners of the parcels of real property located at 3820 Cottage Hill Road (Tax Assessor Key #571624) and 3812 Cottage Hill road (Tax Assessor Key #571615), in the City of Mobile, Alabama; and

WHEREAS, the Darling's parcels of real property border an undeveloped forty foot (40') "service road" on three of its four sides, and the fourth side abuts Cottage Hill Road; and

WHEREAS, said undeveloped forty foot (40') "service road" is described as follows:

Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1,

Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

Said legal description having been provided by Gerald A. Smith in connection with his survey of 3820 Cottage Hill Road that is attached hereto as Exhibit "A";

and

WHEREAS, the undersigned Jeffrey L. Byrd and Susan A. Byrd are the owners of the parcel of real property located at 3759 Cottage Hill Road, which property abuts that portion of Cottage Hill Road directly across from said forty foot (40') "service road", and which property is described as follows:

Lot A, Donovan Place, according to plat thereof recorded in Map Book 65 page 104 of the records in the office of the Judge of Probate, Mobile County, Alabama; and

WHEREAS, said forty foot (40') "service road" and all abutting properties are located solely within the city limits of Mobile, Alabama (See Exhibit B and C attached hereto); and

WHEREAS, said forty foot (40') "service road" has never been paved, used for public way, open to vehicular traffic or otherwise developed and is occupied by the said Gregory J. Darling and Ann M. Darling being the owners of property immediately adjacent thereto; and

WHEREAS, the only other portion of said "service road" extended eastward and was vacated on a similar petition on or about 2004; and

WHEREAS, the square footage of the area sought to be vacated and of the abutting tracts is as follows:

Area sought to be vacated:	5227.2 square feet
Darling tract (3820 Cottage Hill):	27007 (estimated)
Darling tract (3812 Cottage Hill):	12631.82
Byrd tract (3759 Cottage Hill Road):	19166 (estimated);

and;

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the forty foot (40') "service road" sought to be vacated as follows:

Darling tract (3820 Cottage Hill):	$15,000.00
Darling tract (3812 Cottage Hill):	$50,700.00
Byrd tract (3759 Cottage Hill Road):	$32,500.00;

and

WHEREAS, it is the intent of Gregory J. Darling and Ann M. Darling and Jeffrey L. Byrd and Susan A. Byrd to vacate forty foot (40') "service road" as described hereinabove and the undersigned abutting owners do join in the declaration only to indicate their consent thereto, all in accordance with the provisions of § 23-4-20, *Code of Alabama* (1975); and

WHEREAS, no other property owners own any land within or abutting the areas affected by the proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the only abutting property owners to that undeveloped forty foot (40') "service road" as shown on survey attached hereto and made a part thereof as Exhibit "A" and more particularly described as follows:

> Commencing at the Southwest Corner of Lot 1, Plotka Subdivision, as per Map Book 20, Page 70, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence N 52° 27' 00" E 182.98' along the South line of said Lot 1, Plotka Subdivision to the POINT OF BEGINNING of the property herein described; thence N 37° 28' 33" W 40.00' to a point; thence N 52° 31' 22" E 133.18' to a point on the West line of Lot 1, Darling Oaks, as per Map Book 106, Page 52, as recorded in the Office of the Judge Probate Mobile County, Alabama; thence S 37° 36' 15" E 39.83' along the West line of said Lot 1, Darling Oaks to a point; thence S 52° 27' 00" W 133.27' back to the POINT OF BEGINNING, containing .012 acres, more or less;

do execute this Amended Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of § 23-4-20, *Code of Alabama* (1975);

The undersigned, **Jeffrey L. Byrd and Susan A. Byrd**, do hereby REMISE, RELEASE, QUITCLAIM and CONFEY unto **Gregory J. Darling and Ann M. Darling,** as joint tenants during their joint lives and upon the death of either of them, then to the survivor of them, and to

the heirs and assigns of such survivor, any and all of their right, title and interest in and to said vacated forty foot (40') "service road".

To the extent that SPIRE has utility services within the area vacated, it is granted and easement for ingress and egress solely for the purpose of maintaining existing facilities, if any.

IN WITNESS WHEREOF, the parties have hereunto caused this petition to be executed and set their hands and seals on this the 30 day of May, 2023.

GREGORY J. DARLING

ANN M. DARLING

JEFFREY L. BYRD

SUSAN A. BYRD

STATE OF ALABAMA

COUNTY OF MOBILE

I the undersigned Notary Public in and for said State and County, hereby certify that **Gregory J. Darling and Ann M. Darling,** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and notarial seal on this the 30 day of May, 2023.

(SEAL)

BRIAN DORGAN
My Commission Expires
NOTARY PUBLIC
10-01-2024
ALABAMA STATE AT LARGE

Notary Public, State of Alabama
My Commission Expires: 10/01/2024

STATE OF ALABAMA

COUNTY OF MOBILE

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(SEAL)

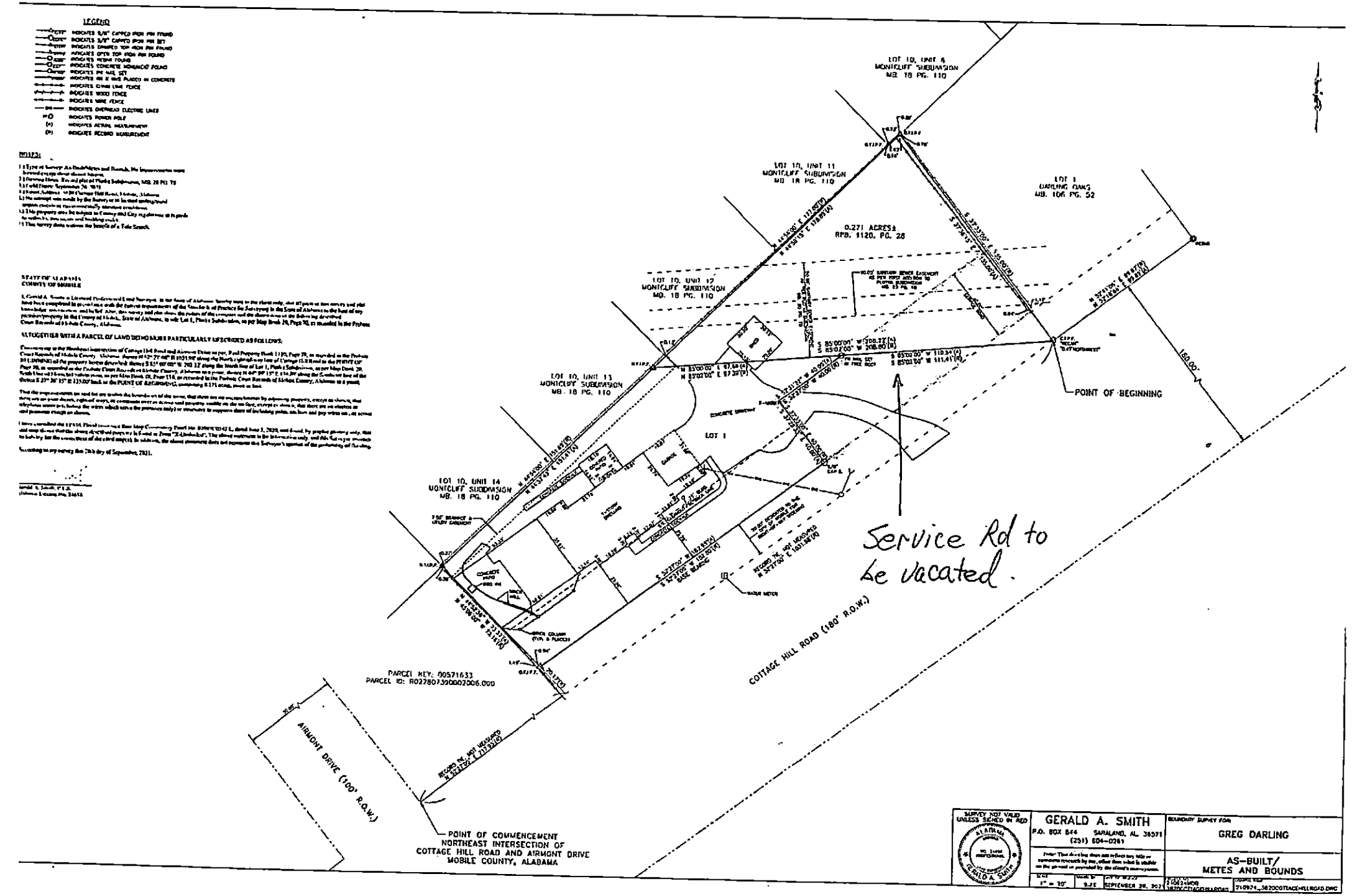


Notary Public, State of Alabama
My Commission Expires: 10/01/2024

LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE

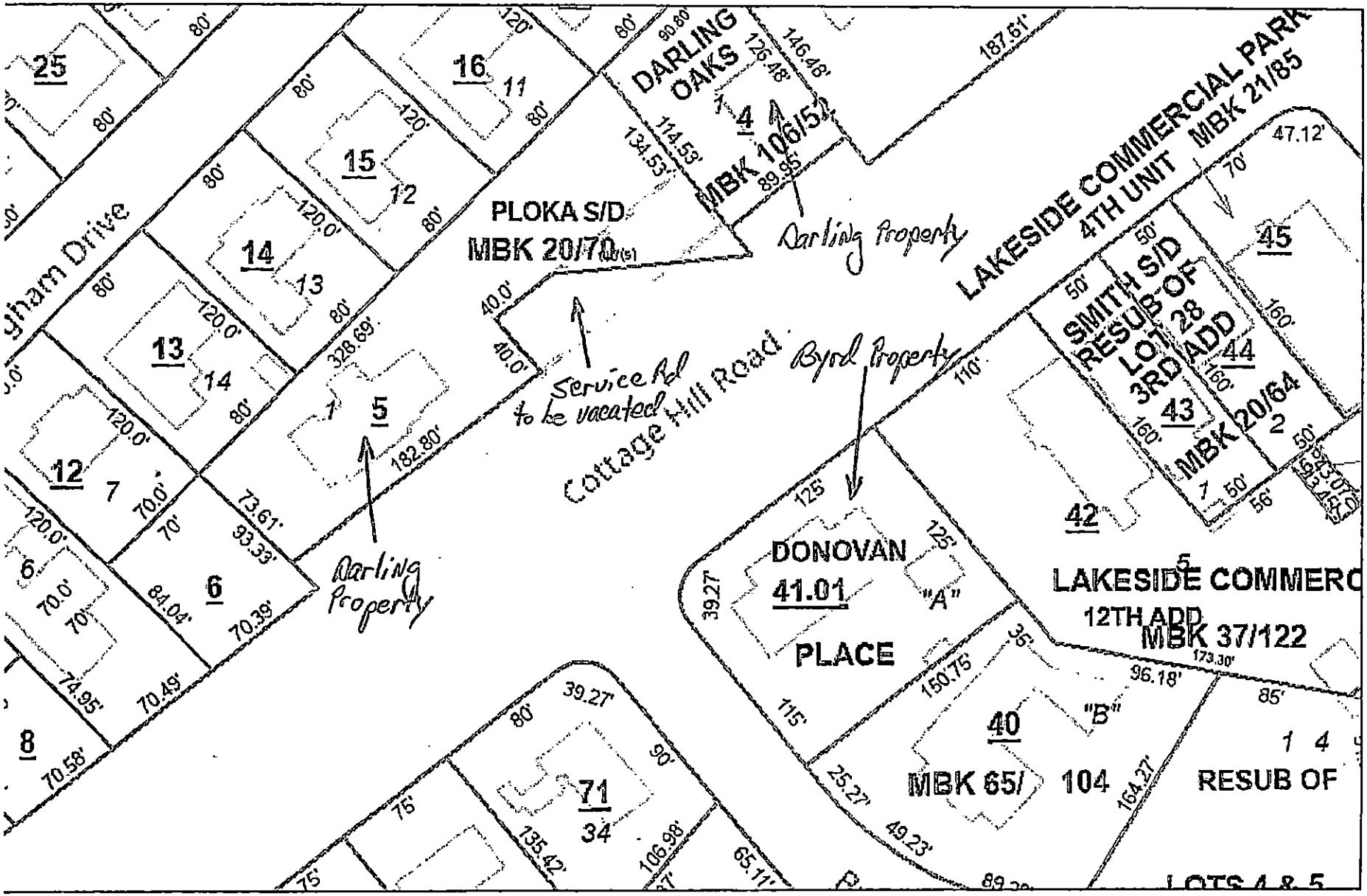
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Exhibit A


LEGEND
NOTES:
STATE OF ALABAMA
COUNTY OF MOBILE
LOT 10, UNIT 6
MONTCLIFF SUBDIVISION
MB. 18 PG. 110
LOT 10, UNIT 11
MONTCLIFF SUBDIVISION
MB. 18 PG. 110
LOT 1
DARLING OAKS
MB. 106 PG. 52
0.271 ACRES±
RPB. 1120, PG. 28
LOT 10, UNIT 12
MONTCLIFF SUBDIVISION
MB. 18 PG. 110
LOT 10, UNIT 13
MONTCLIFF SUBDIVISION
MB. 18 PG. 110
LOT 1
LOT 10, UNIT 14
MONTCLIFF SUBDIVISION
MB. 18 PG. 110
POINT OF BEGINNING
Service Rd to be vacated.
COTTAGE HILL ROAD (180' R.O.W.)
AIRMONT DRIVE (100' R.O.W.)
PARCEL KEY: 00571633
PARCEL ID: R027807390002006.000
POINT OF COMMENCEMENT
NORTHEAST INTERSECTION OF
COTTAGE HILL ROAD AND AIRMONT DRIVE
MOBILE COUNTY, ALABAMA
SURVEY NOT VALID UNLESS SEALED IN RED
GERALD A. SMITH
P.O. BOX 844 SARALAND, AL. 36571
(251) 604-0261
BOUNDARY SURVEY FOR:
GREG DARLING
AS-BUILT/
METES AND BOUNDS
1" = 20'
SEPTEMBER 28, 2021

Mobile County Interactive Tax Map

Exhibit B



021, 8:49:46 AM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Parcels — Leader Subdivision Name — Building Footprints

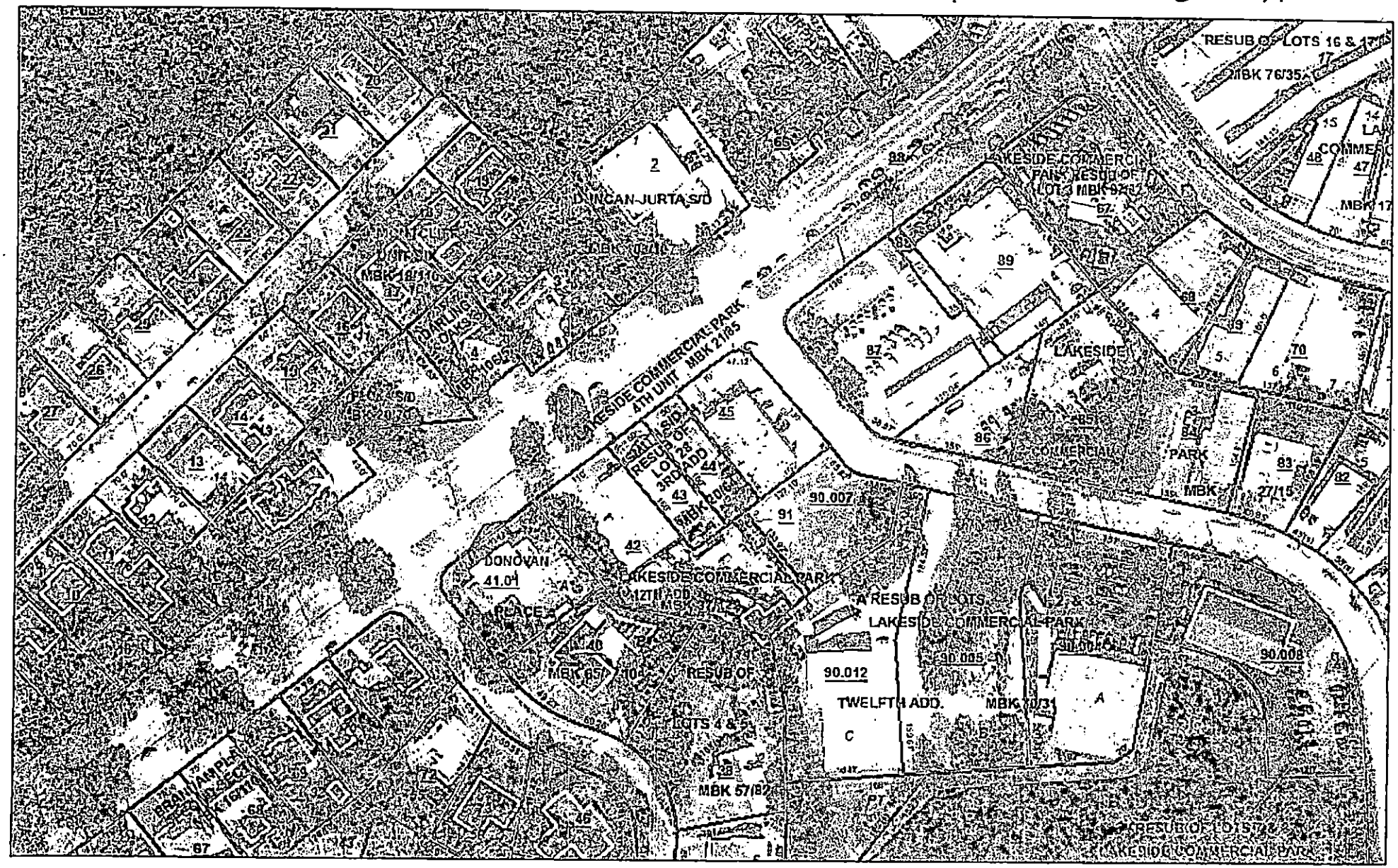
Mobile County — Leader Parcel Number — Parcels

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Mobile County Revenue Commission, BIS Consulting -

Mobile County Interactive Tax Map

Exhibit C



12/10/2021, 10:31:49 AM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Parcels

Mobile County

Leader Subdivision Name

Leader Parcel Number

Building Footprints

Parcels

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Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Mobile County Revenue Commission, BIS Consulting -

Spire Gulf Inc.
2828 Dauphin St.
Mobile, AL 36606

February 8, 2022

William S. McFadden
718 Downtowner Blvd.
Mobile, AL 36609

Re: Declaration of Vacation
3820 Cottage Hill Road, Mobile, AL

Vacation: Forty foot undeveloped "service road"

Mr. McFadden

In response to your letter dated January 12, 2022 to the above referenced Declaration of Vacation of 3820 and 3812 Cottage Hill Road. Please be advised that Spire Alabama Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Valerie Barrett

Valerie Barrett
Right of Way Representative, Alabama
Spire Gulf Inc.

Engineering Approval: _____

Systems Planning Approval: _____

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

January 28, 2022

William S. McFadden
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, AL 36609

RE: Request to Vacate Unopened/Unused 40'Service Road ROW, Abutting Plotka (MB 20 P 70) and Darling Oaks (MB 106 P 52) Subdivisions
3820 Cottage Hill Road Section 36, T4S-R2W

Dear Mr. McFadden:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

D. L. Russell

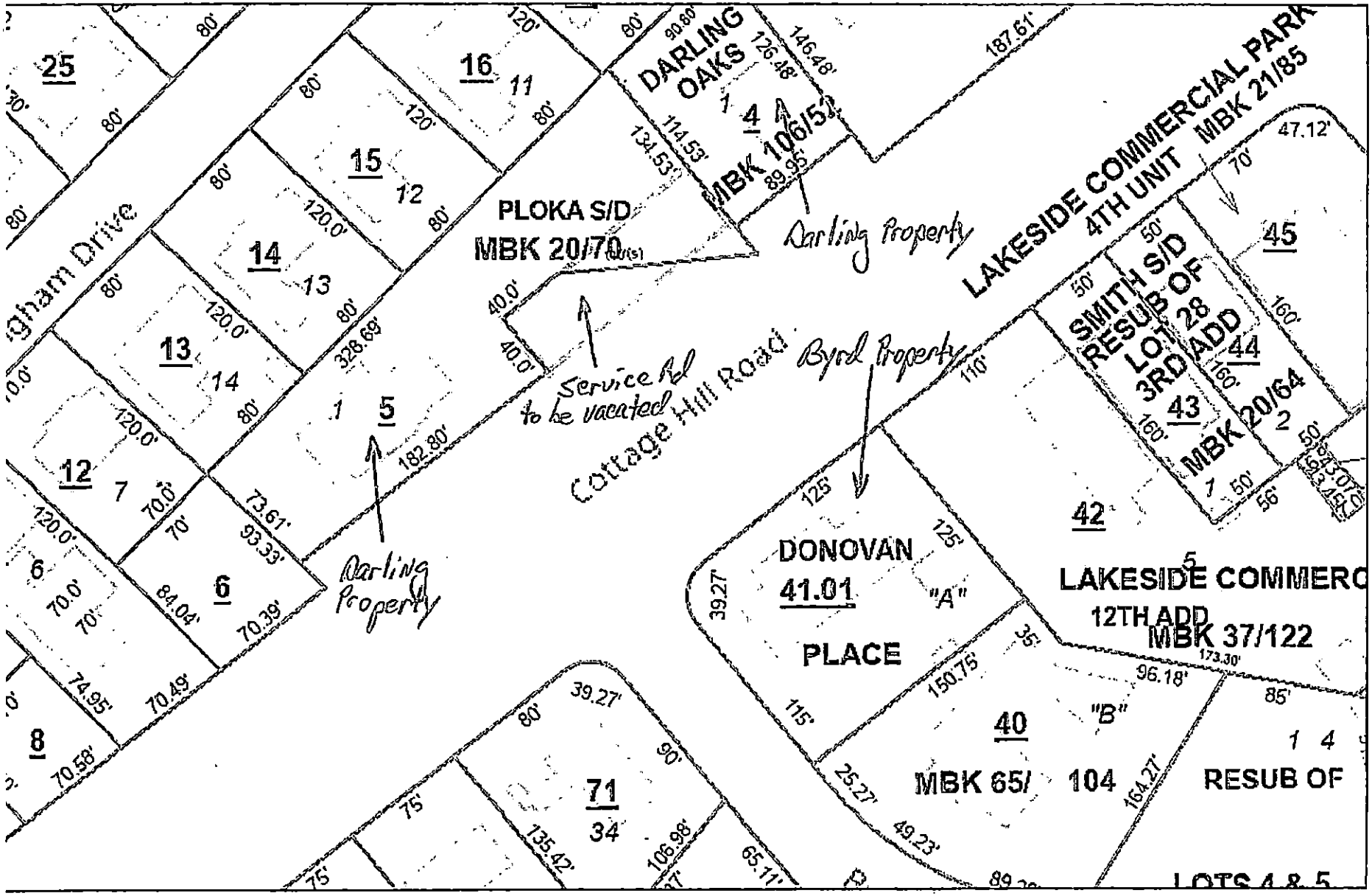
Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

P.O. Box 2368, Mobile, AL 36652 • 4725 Moffett Rd, Suite H. • Mobile, AL 36618 • Phone 251.694.3191 • Fax 251.694.3443

Mobile County Interactive Tax Map

Exhibit B



:021, 8:49:46 AM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Parcels — Leader Subdivision Name — Building Footprints

Mobile County — Leader Parcel Number — Parcels

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Mobile County Revenue Commission, BIS Consulting -

GREG DARLING
ANN DARLING
3812 Cottage Hill Rd.
Mobile, AL 36609-6510

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150 St. Joseph St.
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ROBERT E. CLUTE, JR.
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Mobile, AL 36652-3125

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		Chile	800.83.5105
Caribe y Venezuela	(787) 753.3135	Resto de Sud América	asistencia@averydennison.com

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Rev 05.25.12

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3248 Springhill Ave.
Mobile, AL 36607

JEFFREY L. BYRD
SUSAN A. BYRD
3759 Cottage Hill Rd.
Mobile, AL 36609-6556

DONNIE LITTLE
Comcast
3248 Springhill Ave.
Mobile, AL 36602

JOHN BAKER
Alabama Power Company
150 St. Joseph St.
Mobile, AL 36602

BRAD SADLER
AT&T
2155 Old Shell Rd.
Mobile, AL 36607

VALERIE BARRETT
Spire Gulf Inc.
2828 Dauphin St.
Mobile, AL 36606

ROBERT E. CLUTE, JR.
Clute & Clute, P.C.
P. O. Box 3125
Mobile, AL 36652-3125

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		Chile	800.83.5105
Caribe y Venezuela	(787) 753.3135	Resto de Sud América	asistencia@averydennison.com

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MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME | **REAL PROPERTY** | PERSONAL PROPERTY | COUNTY MAP

- **Search**
- Pay Tax
- Forms

PARCEL #: 28 07 39 0 002 004.XXX
OWNER: DARLING GREGORY JAMES & ANN MARGARET ..
ADDRESS: 3812 COTTAGE HILL RD MOBILE AL 36609..
LOCATION: 3812 COTTAGE HILL RD

[610-D0]
MUNI 14 MOBILE CITY
Land: **50,700**
Acres: **0.000**
Baths: **1.0**
Bed Rooms: **0**
Imp: **153,600**
Sales Info: **09/14/2004** **$38,000**
H/C Sqft: **1,640**
Land Sch: **MT/52**
Total: **204,300**

<< Prev Next >> [3 / 3 Records] **Processing...**

Tax Year : 2023

SUMMARY | LAND | BUILDINGS | SALES | PHOTOGRAPHS | MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:	000915 C		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$188,300.00	BOE VALUE:	$0.00
KEY #:	571615		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$50,700
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
PAVEMENT CURBIN	34CSHTR	$200
"PAVING ASPHALT	34PASP3	$11,200
FENCE WOOD PRIV	33WFNT6	$3,400
"PAVING CONCRET	34PCR04	$600
OTHER BLDG		$138,200
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $204,300]**:		$204,300

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2059-308	7/5/2008
WD4238-885	1/19/1995
VL4027-114	2/23/1993

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/14/2022	2022	ANN DARLING	$1,919.94
12/27/2021	2021	ANN DARLING	$1,919.94
12/21/2020	2020	ANN DARLING	$1,919.96
2/18/2020	2019	ANN DARLING	$1,865.56
2/6/2019	2018	ANN DARLING	$1,902.21
2/23/2018	2017	ANN DARLING	$1,897.83
2/9/2017	2016	ANN M. DARLING	$1,896.33
2/17/2016	2015	ANN M. DARLING	$1,725.90
2/25/2015	2014	ANN M DARLING	$1,730.33
2/27/2014	2013	ANN DARLING	$1,742.26
2/19/2013	2012	ANN M DARLING OR GREGORY J DARLING	$1,749.42
2/27/2012	2011	ANN DARLING	$1,759.42
2/15/2011	2010	ANN	$1,786.86
3/30/2010	2009	ANN	$1,875.03
12/31/2008	2008	GREOGRY DARLING	$1,850.39
	2007	VISA	$1,807.21
	2006	VISA	$463.55
	2005	VISA	$481.33
	2004	CHECK	$278.13
	2003	CHECK	$278.13
	2002	CHECK	$278.13

QUICK LINKS

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- ** News **

NEW
COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
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: (251) 574 8530

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WELCOME | REAL PROPERTY | PERSONAL PROPERTY | COUNTY MAP

- Search
- Pay Tax
- Forms

PARCEL #:	**28 07 39 0 002 005.XXX**
OWNER:	DARLING GREGORY J & ANN M DARLING
ADDRESS:	3812 COTTAGE HILL RD MOBILE AL 36609..
LOCATION:	3820 COTTAGE HILL RD MOBILE AL 36609

[111-D+]	Baths: **2.0**	H/C Sqft: **1,957**
NEWPORT VILLAGE/EL ..	Bed Rooms: **0**	Land Sch: **UN/05**
Land: **15,000**	Imp: **105,500**	Total: **120,500**
Acres: **0.000**	Sales Info: **09/29/2021**	**$185,000**

<< Prev Next >> [1 / 3 Records] **Processing...**

Tax Year : 2023

SUMMARY | LAND | BUILDINGS | SALES | PHOTOGRAPHS | MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:	000111 C		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$127,400.00	BOE VALUE:	$0.00
KEY #:	571624		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$15,000
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
GARAGE WOOD OR	24WCBFA	$6,700
BLDG 1	111	$98,800
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $120,500]**:		$120,500

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2021064608	9/29/2021
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/14/2022	2022	ANN DARLING	$1,627.98
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
	2008		$0.00

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NEW COUNTY MAP

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WELCOME **REAL PROPERTY** PERSONAL PROPERTY COUNTY MAP

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PARCEL #:	**28 07 39 0 002 005.XXX**	**[111-D+]**	Baths: **2.0**	H/C Sqft: **1,957**
OWNER:	DARLING GREGORY J & ANN M DARLING	**NEWPORT VILLAGE/EL ..**	Bed Rooms: **0**	Land Sch: **UN/05**
ADDRESS:	3812 COTTAGE HILL RD MOBILE AL 36609..	Land: **15,000**	Imp: **105,500**	Total: **120,500**
LOCATION:	3820 COTTAGE HILL RD MOBILE AL 36609	Acres: **0.000**	Sales Info: **09/29/2021**	**$185,000**

<< Prev Next >> [1 / 3 Records] **Processing...**

Tax Year : 2023

SUMMARY **LAND** BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

		Code	Acreage	Square Foot	Market Value	CU. Value
SITE VALUE	2	05 RESIDENTIAL	0	0	$15,000.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: PAGE:
SUB DIVISON2: MAP BOOK: PAGE:

PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

SECTION: 39 TOWNSHIP: 4S RANGE: 2W
CONDO NAME: CONDO BOOK: PAGE: CONDO UNITS:

METES AND BOUNDS: BEG AT A CONCRETE MONUMENT AT NE INTERSECTION OF COTTAGE HILL RD & AIRMONT DR RUN THEN N 52 DEG 27 MIN E ALG NW ROW OF COTTAGE HILL RD 1031.98 FT TO POB TH S 85 DEG 02 MIN W ALG N/L LOT 1 PLOTKA SUB 208.8 FT TH N 44 DEG 54 MIN E ALG SE/L OF SIXTH UNIT OF MONTCLIFF SUB 177 FT TO PT THEN S 37 DEG 33 MIN E 135 FT TO PT OF BEG EXCEPT THEREFROM A 10 FT SANITARY SEWER EASEMENT TO MOBILE WATER & SEWER BOARD ALSO LOT 1 PLOTKA SUBDIV MBK 20 P 70 #SEC 39 T4S R2W #MP28 07 39 0 002

SALES INFORMATION

9/29/2021	$185,000.00	1	**BOOK:**I **PAGE:**2021064608	Land & Building	DARLING GREGORY J & ANN M DARLING

QUICK LINKS

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PARCEL #: 28 07 39 0 002 041.01X
OWNER: BYRD JEFFREY L & SUSAN A
ADDRESS: 3759 COTTAGE HILL ROAD MOBILE AL 36609
LOCATION: 3759 COTTAGE HILL RD MO

[111-D+] Baths: **4.5** H/C Sqft: **3,003**
BAYVIEW Bed Rooms: **3** Land Sch: **UN/05**
Land: **32,500** Imp: **204,800** Total: **237,300**
Acres: **0.000** Sales Info: **08/10/2005** **$175,000**

<< Prev Next >> [1 / 1 Records] **Processing...**

Tax Year : 2023

SUMMARY | LAND | BUILDINGS | SALES | PHOTOGRAPHS | MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	10	DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:	000111 C		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$234,300.00	BOE VALUE:	$0.00
KEY #:	571991		

VALUE

LAND VALUE 10%		$32,500
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
GARAGE WOOD OR	24WCBNL	$6,900
UTILITY WOOD OR	26WDCCL	$1,800
BLDG 1	111	$196,100
TOTAL MARKET VALUE **[APPR. VALUE: $237,300]**:		$237,300

Assesment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
908-403	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/17/2022	2022	CORELOGIC	$1,431.44
11/17/2021	2021	CORELOGIC	$1,431.44
1/15/2021	2020	CORELOGIC	$1,408.58
12/9/2019	2019	CORELOGIC	$1,331.11
11/29/2018	2018	CORELOGIC	$1,331.11
12/5/2017	2017	CORELOGIC	$1,183.95
11/18/2016	2016	CORELOGIC	$1,201.73
10/2/2015	2015	FIRST AMERICAN TITLE	$1,106.48
11/19/2014	2014	CORELOGIC	$1,138.23
10/16/2013	2013	BAC TAX SERVICES CORPORATION	$1,168.71
11/7/2012	2012	BAC TAX SERVICES CORPORATION	$1,210.62
11/7/2011	2011	BAC TAX SERVICES CORPORATION	$1,242.37
11/9/2010	2010	BAC TAX SERVICES CORPORATION	$1,288.09
11/13/2009	2009	BAC TAX SERVICES CORPORATION	$1,323.65
11/19/2008	2008	COUNTRYWIDE	$1,363.02
	2007	OTHER(E)	$1,169.98
	2006	OTHER(E)	$1,131.88
	2005	OTHER(E)	$1,131.88
	2004	CHECK	$1,086.16
	2003	CHECK	$959.16
	2002	OTHER(P)	$959.16

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AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/3/2023 - 3:15 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS A CONDITION OF THE VACATION OF A 40' UNDEVELOPED PORTION OF A SERVICE ROAD BORDERING 3812 AND 3820 COTTAGE HILL ROAD

The City of Mobile has been requested by the Gregory J. Darling, Ann M. Darling, Jeffrey L. Byrd, and Susan A. Byrd to vacate a 40' undeveloped portion of a service road bordering 3812 and 3820 Cottage Hill Road.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, September 12, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

Cottage Hill Road Vacation

Adjoining Properties	Tax assessor Fair Unimproved Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 1, Key No. 571624	$ 15,000.00	27,007	$0.56
Lot 2, Key No. 571615	$ 50,700.00	12,631.82	$4.01
Lot 3, Key No. 571991	$ 32,500.00	19,166	$1.70
			6.27/3 = 2.09

$ 2.09 / SF AVERAGE X 5227.2 (SF TO BE VACATED) = $10,924.85 Real Estate Department Assessment

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/12/2023 - 7:45 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/12/2023 - 8:16 AM

09-1030 **2023**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2023-2024 General Fund, Capital Improvements Fund, and Convention Center Fund budgets are adopted with the attached amendments.

Adopted:

_____

City Clerk

41-975 **2023**

RESOLUTION

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

Adopted: AUG 29 2023.

City Clerk

Notice of Public Hearing

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 29, 2023, a public hearing will be held on September 5, 2023, at 10:30 a.m., to consider adoption of the 2023-2024 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the multi-purpose room of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmembers Penn and Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 9:53 AM

R E S O L U T I O N

Sponsored by: Councilmembers Cory Penn and Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Sandra Wiley (D1) and Harris Oswalt, Jr. (D5) are re-appointed to the Mobile Library Board effective October 1, 2023 for a term ending October 1, 2027.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution to authorize an application to Innovate Alabama's "Innovative Community Designation Program" for a grant of up to $250,000 toward two additional HoPE Program houses and the designation of innovative municipality. No match is required.	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	9/14/2023 - 11:29 AM
Mayors Office	Montgomery, Brandi	Approved	9/15/2023 - 9:42 AM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive grant assistance in the amount of $250,000.00 as well as the designation of an innovative municipality awarded by Innovate Alabama in support of their Innovative Community Designation Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant, if offered, and to sign any agreements or other documents in connection with the grant application and to provide any information required by Innovate Alabama. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated documents on behalf of the City in accordance with this funding. Any agreements for grant assistance, together with the exhibits shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public NUisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/19/2023

Funding Source

Project # 1853 Seale Street - ME-043-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1853 Seale Street	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/13/2023 - 12:44 PM
City Clerk	Gauthier, Lana	Approved	9/14/2023 - 11:04 AM

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 **1853 SEALE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 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 **1853 SEALE STREET** described as:

LOT 2 BLK 4 MCDONALD BROTHE RS SUBDIV IN TOULMINVILLE D BK 156/94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 270

Last Assessed to: DALE GARDNER

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/secure (new) roof*** 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

September 12, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 19, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1853 SEALE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DALE GARDNER** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 023 270
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1853 SEALE STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	03/24/2023	Comments	

Property Score			
Score	57	Score Description	DEMO

45 DAYS LETTER
NEW ROOF
4/14/23

EW COMMITTEE

☐

ON ☐

L DATE_____

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/18/2023

Property Address: 1853 Seale Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


SEP 12 2023


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SEP 12 2023

Affidavit of Mailed Notice

September 12, 2023

State of Alabama
County of Mobile

Subject Property – 1853 Seale Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Dale Gardner
303 Dalston Way
Peachtree City, GA 30269-4223

July 27, 2023

RE: **1853 Seale Street**
Project Number: ME-043-23

Dear Dale Gardner:

On July 18, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1853 Seale Street.

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

LOT 2 BLK 4 MCDONALD BROTHE RS SUBDIV IN TOULMINVILLE D BK 156/94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 270

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:** (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 **September 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 10, 2023,** 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 **September 10, 2023,** 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 September 19, 2023 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 Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1853 Seale Street Date: May 24, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 20, 2023

Per the Title Report, the owner is: Dale Gardner

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Dale Gardner 303 Dalston Way Peachtree City, GA 30269-4223	Owner Phone number 678-782-1111 Phone number 251-665-3893
2	Dale Gardner 1853 Seale St Mobile AL 36617-3423	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile against Gardner Dale, recorded May 19, 2023, in Instrument 2023031383.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/19/2023

Funding Source

Project # 601 S. Wilson Avenue - ME-058-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 609 S. Wilson Avenue	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/13/2023 - 12:47 PM
City Clerk	Gauthier, Lana	Approved	9/14/2023 - 11:02 AM

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 **609 S. WILSON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **609 S. WILSON AVENUE** described as:

PARCEL A- ALL THAT PT OF LOTS 17 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 499 & MORE PARTIC DESC AS FOLLS BEG AT NE COR OF LOT 17 RUN SLY ALG E/L OF LOTS 17 & 16 DIS OF 75 FT TO PT TH WITH ENCL ANG OF 90 DEG RUN WLY PAR WITH N/L OF LOT 17 DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN NLY 75.92 FT TO PT ON N/L OF LOT 17 TH WITH ENCL ANG OF 81 DEG 03 MIN RUN ELY ALG N/L OF LOT 17 DIS OF 216 FT TO POB PARCEL B- ALL THAT PT OF LOTS 15 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 449 & MORE PARTIC DESC AS FOLLS BEG AT SE COR OF LOT 15 RUN NLY ALG E/L OF LOTS 15 & 16 DIS OF 75 FT TO PT AT SE COR OF PARCEL A HEREINABOVE DESC TH WITH ENCL ANG OF 90 DEG RUN WLY ALG S/L OF PARCEL A HEREINABOVE DESC DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 81 DEG 03 MIN RUN SLY ALG LINE OF FENCE DIS OF 75.92 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN ELY ALG S/L OF LOT 15 DIS OF 192.40 FT TO POB ALL LAND #SEC 44 T4S R1W #MP29 02 44 0 015

Parcel Number: 29 02 44 0 015 404

Last Assessed to: CAMPBELL LAGRETTA

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

September 12, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 19, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **609 S. WILSON AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **CAMPBELL LAGRETTA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 015 404
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

609 S. WILSON AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	06/28/2023	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION X

APPROVAL DATE 7/20/23

Motion 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/25/2023

Property Address: 609 S. Wilson Avenue **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


PRIVATE PROPERTY
NO TRESPASSING
SEP 12 2023


SEP 12 2023


SEP 17 2021


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023

Affidavit of Mailed Notice

September 12, 2023

State of Alabama
County of Mobile

Subject Property – 609 S. Wilson Avenue.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Lagretta Campbell
1715 S. Atmore Avenue
Mobile, AL 36612-1713

July 27, 2023

RE: **609 S. Wilson Avenue**
Project Number: ME-058-22

Dear Lagretta Campbell:

On July 25, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 609 S. Wilson Avenue.

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

PARCEL A- ALL THAT PT OF LOTS 17 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 499 & MORE PARTIC DESC AS FOLLS BEG AT NE COR OF LOT 17 RUN SLY ALG E/L OF LOTS 17 & 16 DIS OF 75 FT TO PT TH WITH ENCL ANG OF 90 DEG RUN WLY PAR WITH N/L OF LOT 17 DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN NLY 75.92 FT TO PT ON N/L OF LOT 17 TH WITH ENCL ANG OF 81 DEG 03 MIN RUN ELY ALG N/L OF LOT 17 DIS OF 216 FT TO POB PARCEL B- ALL THAT PT OF LOTS 15 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 449 & MORE PARTIC DESC AS FOLLS BEG AT SE COR OF LOT 15 RUN NLY ALG E/L OF LOTS 15 & 16 DIS OF 75 FT TO PT AT SE COR OF PARCEL A HEREINABOVE DESC TH WITH ENCL ANG OF 90 DEG RUN WLY ALG S/L OF PARCEL A HEREINABOVE DESC DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 81 DEG 03 MIN RUN SLY ALG LINE OF FENCE DIS OF 75.92 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN ELY ALG S/L OF LOT 15 DIS OF 192.40 FT TO POB ALL LAND #SEC 44 T4S R1W #MP29 02 44 0 015

Parcel Number: 29 02 44 0 015 404

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:** (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 **September 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 10, 2023,** 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 **September 10, 2023,** 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 September 19, 2023 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 Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **609 S Wilson Avenue** Date: July 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 15, 2023

Per the Title Report, the owner is: Lagretta Campbell

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lagretta Campbell 1715 S Atmore Ave Mobile AL 36612-1713	Owner Phone number – 251-643-6953 Phone number – 251-513-6087
2	Lagretta Campbell 609 S Wilson Ave Mobile AL 36617-3619	Subject Address
3	Lagretta Campbell PO Box 161061 Mobile AL 36616-2061	Third known address

TAX STATUS: 2023 PAID CURRENT

Parties with recorded liens per Title Report:

4	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Lagretta Campbell Acct number - SLS-R010801931 Lien number - 689835520

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember William Carroll - Disrtict 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/19/2023

Funding Source

Project # 601 St. Anthony Street - ME-037-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 601 St. Anthony Street	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/13/2023 - 1:03 PM
City Clerk	Gauthier, Lana	Approved	9/14/2023 - 10:55 AM

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 **601 ST. ANTHONY STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 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 **601 ST. ANTHONY STREET** described as:

LOT 1 MAURKIT S/D MBK 123/13

Parcel Number: 29 06 40 0 003 263

Last Assessed to: MAURIN ROBERT C & KARRIE KITCHENS

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

September 12, 2023

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, September 19, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **601 ST. ANTHONY STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MAURIN ROBERT C & KARRIE KITCHENS** 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 40 0 003 263
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

601 ST. ANTHONY STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	69	Score Description	DEMO

45 DAYS Letter
FOR Structural Unit
4/14/23

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4/14/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/18/2023

Property Address: 601 St. Anthony 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.


SEP 12 2023


SEP 12 2021


SEP 12 2023


SEP 12 2023


SEP 12 2023


SEP 12 2023

Affidavit of Mailed Notice

September 12, 2023

State of Alabama
County of Mobile

Subject Property – 601 St. Anthony 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 **1** 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

Robert C. Maurin and Karrie Kitchens Maurin
601 Saint Anthony Street
Mobile, AL 36603-6111

July 27, 2023

RE: **601 Saint Anthony Street**
Project Number: ME-037-23

Dear Robert C. Maurin and Karrie Kitchens Maurin:

On July 18, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 601 Saint Anthony Street.

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

LOT 1 MAURKIT S/D MBK 123/13

Parcel Number: 29 06 40 0 003 263

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:** (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 **September 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 10, 2023,** 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 **September 10, 2023,** 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 September 19, 2023 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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **601 St Anthony St** Date: May 18, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owner is: Robert C Maurin and Karrie Kitchens Maurin

Note: Per the Mobile County Revenue Commission the current owners stated there is living quarters in this building and they currently reside.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Robert C Maurin and Karrie Kitchens Maurin 601 Saint Anthony St Mobile AL 36603-6111	Owner and Subject property address Phone number 850-221-0670 Phone number 251-287-0636 Phone number 850-485-4803 Phone number 251-476-0803

TAX STATUS: CURRENT 2022 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Robert C Maurin and Karrie Kitchens Maurin recorded 5/19/2023 instrument number 2023031376

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/19/2023

Funding Source

Project # 557 St. Louis Street - ME-036-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 557 St. Louis Street	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/13/2023 - 2:56 PM
City Clerk	Gauthier, Lana	Approved	9/14/2023 - 11:00 AM

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 **557 ST LOUIS 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 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 **557 ST LOUIS STREET** described as:

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT SE COR OF ST LOUIS & WARREN STS & RUN TH ELY ALG S/L OF ST LOUIS ST 111.3 FT TO W/L OF PPTY NOW OR FORMERLY OF J B DORTCH TH RUN SLY ALG SD W/L 110 FT TO A PT TH RUN WLY & PAR OR NEARLY SO WITH ST LOUIS ST 111.3 FT TO A PT ON E/L OF WARREN ST TH RUN NLY ALG E/L OF WARREN ST 110 FT TO POB SD LOT BEING BDED ON N BY ST LOUIS ST E BY PPTY S BY PPTY OF SD FRANCIS A POGGI & ON W BY WARREN ST #SEC 40 T4S R1W #MP29 06 40 0 003

Parcel Number: 29 06 40 0 003 323.01

Last Assessed to: BRINGHURST DONALD L C/O HUDSON LAND LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 12, 2023

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, September 19, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **557 ST LOUIS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BRINGHURST DONALD L C/O HUDSON LAND LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 003 323.01
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

557 ST. LOUIS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	~~N~~ Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	~~49~~ 69	Score Description	~~REVIEW COMM~~ Demo

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4/14/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/18/2023

Property Address: 557 St. Louis 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.


SEP 12 2023


SEP 12 2023

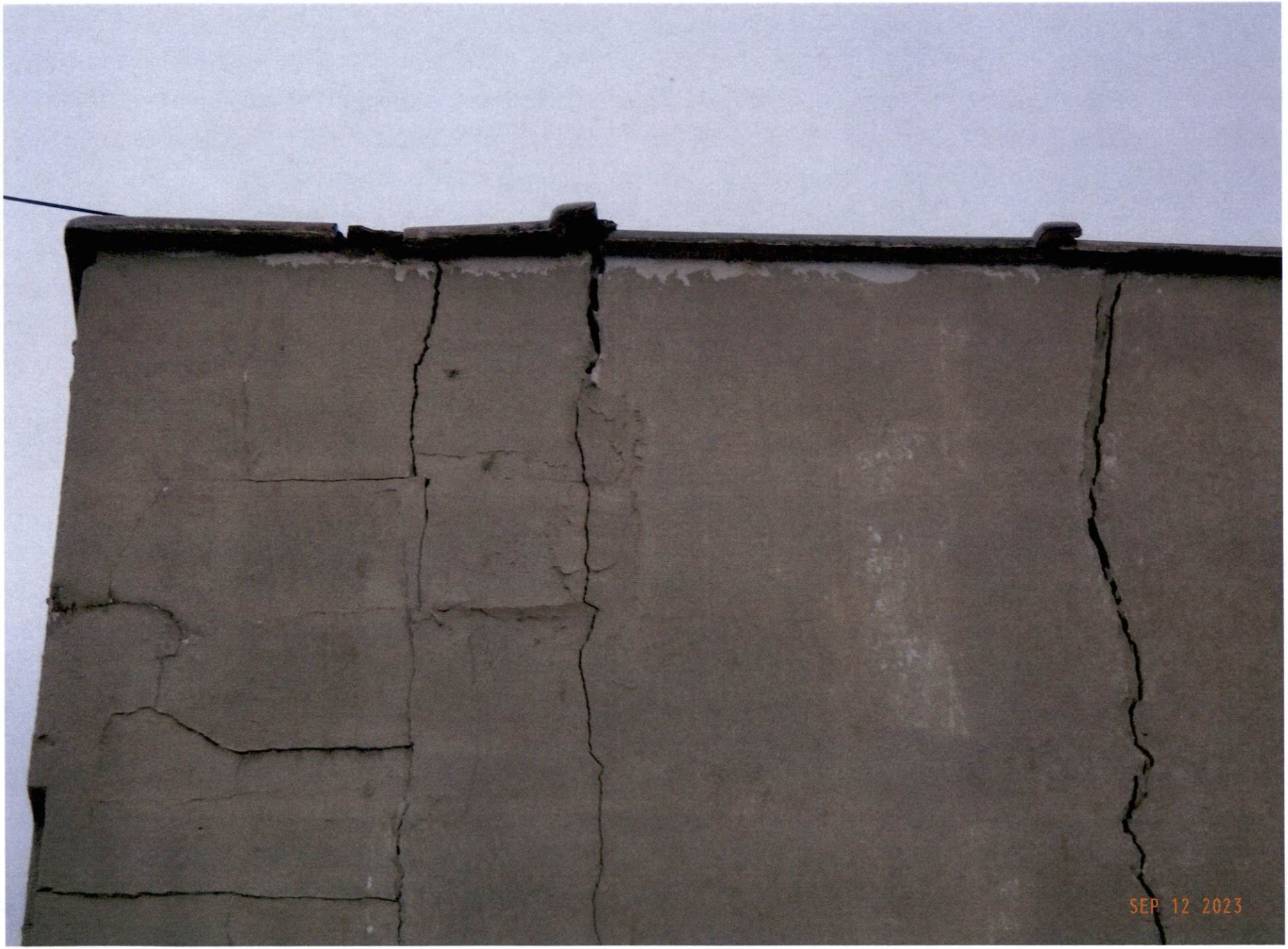

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SEP 12 2023

Affidavit of Mailed Notice

September 12, 2023

State of Alabama
County of Mobile

Subject Property – 557 St. Louis Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Hudson Land, LLC
c/o Robert J. Isakson
157 N. Conception Street
Mobile, AL 36603-6478

July 27, 2023

RE: **557 St. Louis Street**
Project Number: ME-036-23

Dear Hudson Land, LLC c/o Robert J. Isakson:

On July 18, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 557 St. Louis Street.

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

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT SE COR OF ST LOUIS & WARREN STS & RUN TH ELY ALG S/L OF ST LOUIS ST 111.3 FT TO W/L OF PPTY NOW OR FORMERLY OF J B DORTCH TH RUN SLY ALG SD W/L 110 FT TO A PT TH RUN WLY & PAR OR NEARLY SO WITH ST LOUIS ST 111.3 FT TO A PT ON E/L OF WARREN ST TH RUN NLY ALG E/L OF WARREN ST 110 FT TO POB SD LOT BEING BDED ON N BY ST LOUIS ST E BY PPTY S BY PPTY OF SD FRANCIS A POGGI & ON W BY WARREN ST #SEC 40 T4S R1W #MP29 06 40 0 003

Parcel Number: 29 06 40 0 003 323.01

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (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 **September 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 10, 2023,** 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 **September 10, 2023,** 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 September 19, 2023 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 Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **557 Saint Louis St** Date: May 18, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owner is: Hudson Land, LLC

Note: New owner of record at the Mobile County Revenue Commission for the tax year 2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Hudson Land, LLC c/o Robert J Isakson 157 N Conception St Mobile AL 36603-6478	Owner and subject address Phone number 251-432-1160 Phone number 251-301-7546 Phone number 205-344-1663

TAX STATUS: PAID CURRENT 2022

Parties with recorded liens per Title Report: NONE

Open Mortgages:

Donald Bringhurst 6992 Forest Glenn Ct Irvington AL 36544-3672	Vendors Lien Deed 2023030354 recorded 5/15/2023 Donald L Bringhurst to Hudson Land, LLC Phone number 251-454-3441 Phone number 251-432-4632

Lis Pendens:

Lis Pendens: City of Mobile vs Donald L Bringhurst recorded 5/19/2023 instrument number 2023031375

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:39 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1056 ETTA AVENUE**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1056 Etta Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1056 Etta Avenue** to be **$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,000.00** shall constitute a special assessment against the property at structure **1056 Etta Avenue** and being that property more particularly described as follows:

FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4W R1W #MP29 02 44 0 013

Parcel No.: **29 02 44 0 013 474.XXX**

Owner: **MIMS SALES & DEVELOPMENT**
952 GOVERNMENT ST
MOBILE AL 36604-2402

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 19, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1056 Etta Avenue**, for the proposed amount of **$3,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

1056 ETTA AVENUE

Legal Description: FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100 FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel number: 29 02 44 0 013 474.xxx

Owner: MIMS SALES & DEVELOPMENT
952 GOVERNMENT ST
MOBILE AL 36604-2402

1705 NORTHVIEW DRIVE

Legal description: N 1/2 OF LOT 4 NORTHVIEW SUB EXC N 2 FT MBK 4 P 604 #SEC 02 T4S R2W #MP28 01 02 4 001

Parcel number: 28 01 02 4 001 052.xxx

Owner: WALLACE TYMON DANETT
567 LEAMORE CT
MOBILE AL 36617-3119

1521 PLOVER STREET

Legal description: LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel number: 29 10 28 4 005 056.xxx

Owner: STATE OF ALABAMA
MONTGOMERY AL 36130

922 S. HAMILTON STREET

Legal description: LOT 2 AS PER MAP OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HAMILTON ST 25 FT TO PT TH RUN E & PAR WITH N/L OF CAROLINA ST 128 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel number: 29 10 37 0 009 018.xxx

July 20, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-080-22	**1056 Etta Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100 FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: **29 02 44 0 013 474.XXX**
Amount: ~~**$ 2,800.00**~~ $3,000.00
Assessed: MIMS SALES & DEVELOPMENT
952 GOVERNMENT ST
MOBILE AL 36604-2402

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:45 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1521 PLOVER STREET**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1521 Plover Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1521 Plover Street** to be **$3,950.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,950.00** shall constitute a special assessment against the property at structure **1521 Plover Street** and being that property more particularly described as follows:

LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel No.: **29 10 28 4 005 056.XXX**

Owner: **STATE OF ALABAMA**
MONTGOMERY AL 36130

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 19, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1521 Plover Street**, for the proposed amount of **$3,950.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

1056 ETTA AVENUE

Legal Description: FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100 FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel number: 29 02 44 0 013 474.xxx

Owner: MIMS SALES & DEVELOPMENT
952 GOVERNMENT ST
MOBILE AL 36604-2402

1705 NORTHVIEW DRIVE

Legal description: N 1/2 OF LOT 4 NORTHVIEW SUB EXC N 2 FT MBK 4 P 604 #SEC 02 T4S R2W #MP28 01 02 4 001

Parcel number: 28 01 02 4 001 052.xxx

Owner: WALLACE TYMON DANETT
567 LEAMORE CT
MOBILE AL 36617-3119

1521 PLOVER STREET

Legal description: LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel number: 29 10 28 4 005 056.xxx

Owner: STATE OF ALABAMA
MONTGOMERY AL 36130

922 S. HAMILTON STREET

Legal description: LOT 2 AS PER MAP OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HAMILTON ST 25 FT TO PT TH RUN E & PAR WITH N/L OF CAROLINA ST 128 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel number: 29 10 37 0 009 018.xxx

June 28, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-097-22	**1521 Plover Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel Number: **29 10 28 4 005 056.XXX**
Amount: ~~**$ 3,750.00**~~ $3,950.00
Assessed: STATE OF ALABAMA
MONTGOMERY AL 36130

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, William Carroll, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:48 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **922 S. HAMILTON STREET**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **922 S. Hamilton Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **922 S. Hamilton Street** to be **$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,550.00** shall constitute a special assessment against the property at structure **922 S. Hamilton Street** and being that property more particularly described as follows:

LOT 2 AS PER MPA OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HEMILTON ST 25 FT TO PT TH RUN 3 & PAR WITH N/L OF CAROLINA ST 12 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel No.: **29 10 37 0 009 018.XXX**

Owner: **EZELL ARNAZ**
922 S HAMILTON ST
MOBILE AL 36603

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 19, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **922 S. Hamilton Street**, for the proposed amount of **$2,550.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

1056 ETTA AVENUE

Legal Description: FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100 FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel number: 29 02 44 0 013 474.xxx

Owner: MIMS SALES & DEVELOPMENT
952 GOVERNMENT ST
MOBILE AL 36604-2402

1705 NORTHVIEW DRIVE

Legal description: N 1/2 OF LOT 4 NORTHVIEW SUB EXC N 2 FT MBK 4 P 604 #SEC 02 T4S R2W #MP28 01 02 4 001

Parcel number: 28 01 02 4 001 052.xxx

Owner: WALLACE TYMON DANETT
567 LEAMORE CT
MOBILE AL 36617-3119

1521 PLOVER STREET

Legal description: LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel number: 29 10 28 4 005 056.xxx

Owner: STATE OF ALABAMA
MONTGOMERY AL 36130

922 S. HAMILTON STREET

Legal description: LOT 2 AS PER MAP OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HAMILTON ST 25 FT TO PT TH RUN E & PAR WITH N/L OF CAROLINA ST 128 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel number: 29 10 37 0 009 018.xxx

July 20, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-086-22	**922 S. Hamilton Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 2 AS PER MAP OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HAMILTON ST 25 FT TO PT TH RUN E & PAR WITH N/L OF CAROLINA ST 128 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel Number: **29 10 37 0 009 018.XXX**
Amount: ~~**$ 2,350.00**~~ $2,550.00
Assessed: EZELL ARNAZ
922 S HAMILTON ST
MOBILE AL 36603-2..

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:53 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2011 HEIGHT STREET**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2011 Height Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2011 Height Street** to be **$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,700.00** shall constitute a special assessment against the property at structure **2011 Height Street** and being that property more particularly described as follows:

LOT 5 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel No.: **32 02 37 0 003 092.XXX**

Owner: **DIXON AUSTIN B**
5215 ROSWELL RD S
MOBILE AL 36619-5247

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 19, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2011 Height Street**, for the proposed amount of **$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

Owner: EZELL ARNAZ
922 S HAMILTON ST
MOBILE AL 36603-2006

2011 HEIGHT STREET

Legal description: LOT 5 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel number: 32 02 37 0 003 092.xxx

Owner: DIXON AUSTIN B
5215 ROSWELL RD S
MOBILE AL 36619-5247

7127 13TH STREET

Legal description: LOTS 37 & 38 & W 5 FT OF LOT 36 BLK 26 MOBILE TERRACE DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel number: 28 04 18 1 002 027.xxx

Owner: POMPEY HOWARD JR
7123 9TH ST
MOBILE AL 36608-4642

July 26, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-094-22	**2011 Height Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 5 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel Number: **32 02 37 0 003 092.XXX**
Amount: ~~**$ 2,500.00**~~ $2,700.00
Assessed: DIXON AUSTIN B
5215 ROSWELL RD S
MOBILE AL 36619-5247

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary Jackson

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 10:56 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **7127 13TH STREET**

Sponsored by: Councilmember Gregory

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **7127 13th Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **7127 13th Street** to be **$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,550.00** shall constitute a special assessment against the property at structure **7127 13th Street** and being that property more particularly described as follows:

LOTS 37 & 38 & W 5 FT OF LOT 36 BLK 26 MOBILE TERRACE DBK 156 P 5409 #SEC 18 T4S R2W #M-28 04 18 1 002

Parcel No.: **28 04 18 1 002 027.XXX**

Owner: **POMPEY HOWARD JR**
7123 9TH ST
MOBILE AL 36608-4642

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **September 19, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **7127 13th Street**, for the proposed amount of **$2,550.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

Owner: EZELL ARNAZ
922 S HAMILTON ST
MOBILE AL 36603-2006

2011 HEIGHT STREET

Legal description: LOT 5 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel number: 32 02 37 0 003 092.xxx

Owner: DIXON AUSTIN B
5215 ROSWELL RD S
MOBILE AL 36619-5247

7127 13TH STREET

Legal description: LOTS 37 & 38 & W 5 FT OF LOT 36 BLK 26 MOBILE TERRACE DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel number: 28 04 18 1 002 027.xxx

Owner: POMPEY HOWARD JR
7123 9TH ST
MOBILE AL 36608-4642

July 20, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	**LOCATION:**
ME-093-22	**7127 13th Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: : LOTS 37 & 38 & W 5 FT OF LOT 36 BLK 26 MOBILE TERRACE DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: **28 04 18 1 002 027.XXX**
Amount: ~~**$ 2,350.00**~~ $2,550.00
Assessed To: POMPEY HOWARD JR
7123 9TH ST
MOBILE AL 36608-4642

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Gina Gregory, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 11:02 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **15th** day of **August 2023**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **15th** day of **August, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1645** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-876 **2023**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1645** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **19th day of September 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: AUG 15 2023

ASSISTANT City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 8, 2023**

SUBJECT: WEED LIEN GROUP **1645**

Attached, please find Assessment Lists for Weed Lien Group Number **1645** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/15/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/19/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 8/17/2023

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 8/31/2023

LEGAL NOTICE ADS: 9/6/2023-9/13/2023

POSTING DATE: 9/12/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1645	Res. No.
8/15/2023	LOTS TO BE DECLARED	58-
9/19/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2614 Warsaw Ave	27629	28007		1	
2	464 Ridge Rd E	26539	28010		1	
3	951 Minor St	30725	28013		1	
4	854 Summerville St	24031	28016		1	
5	1014 Barbara Dr E	25422	28017		1	
6	901 Mobile St	32294	28018		1	
7	2717 Elsmore St	26416	28020		1	
8	1100 Wellington St	26221	28021		1	
9	2713 Elsmore St	26406	28023		1	
10	601 Crawford Lane	26496	28025		2	
11	2459 Richardson St	30174	28027		2	
12	717 Dr Thomas Ave N	27474	28028		2	
13	811 Dr Thomas Ave N	27479	28029		2	
14	1300 Greenwood Ave	32584	28030		3	
15	2050 Stockton Dr	25456	28032		3	
16	2371 Columbia Ave	27011	28033		4	
17	3931 Point Rd	25908	28034		4	
18	141 Oklahoma Dr	32356	28036		7	
19	507 Booker St	26860	28037		2	
20	2752 Farnell Dr	22447	28038		4	
				$ -		

District total for this group		Numbers of lots cut	
1	9	1	
2	5	2	
3	2	3	
4	3	4	
5	0	5	
6	0	6	
7	1	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Amy Jackson 8-8-23
Marchetta Jaite 8-8-23

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	10 Cases
Council District 2	William Carroll	8 Cases
Council District 3	C J Small	0 Case
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 62

Effective Date of Contract:

9/19/2023

Funding Source

Project # Repeat Weed Lien Group 62 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 62	Backup Material	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/14/2023 - 11:06 AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 14, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-62**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **62.** Please place these on the City Council's Agenda for **September 19, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN						
	GROUP 62					Res. No.	
3/3/2023	1st REPEAT WEED LIEN LETTERS SENT					11-058	
9/19/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			New	Initial	Times	Amount	CBD
Item		Dis	Case #		cut within	Assessed	CBO
No.							
1	1957 Plesant Ave	1	23690	8/31/2021	1	$ -	N/A
2	1918 St Stephens Rd	2	23691	9/28/2021	1	$ -	N/A
3	315 Burton Ave	1	23692	10/13/2020		$ 50.00	CBO
4	2854 Josephine St	1	23693	9/8/2020	2	$ 50.00	CBO
5	164 Page Ave	1	23694	4/19/2022	1	$ 421.00	
6	220 Abrams St	1	23695	7/21/2020	3	$ 50.00	CBO
7	2665 McKinney St	1	23696	9/8/2020	2	$ 50.00	CBO
8	2665 Murrell Lane	1	23697	10/13/2020	2	$ 515.00	
9	1158 Newman Lane	2	23698	1/26/2021	1	$ 275.00	
10	1150 Newman Lane	2	23699	1/26/2021	1	$ -	CBD
11	1069 Wellington St	1	23700	6/16/2020	2	$ 50.00	CBO
12	760 Chin St	2	23701	10/19/2021	1	$ 50.00	CBO
13	909 Jakes Lane	2	23702	2/16/2021	1	$ 50.00	CBO
14	2308 Cecelia St	1	23703	6/28/2022	1	$ 50.00	CBO
15	365 Chin St	2	23704	11/10/2020	1	$ 275.00	
16	900 Cherry St	2	23705	1/26/2021	1	$ 275.00	
17	2776 Lecren St	1	23826	6/28/2022	1	$ 380.00	
18	1342 Lola St	2	23827	6/7/2022	1	$ 276.89	
19	1258 Skywood Dr	4	23828	6/29/2021	1	$ -	CBD
	Total					$ 2,817.89	

District total for this group		Numbers of lots cut	
1	10	1	3
2	8	2	4
3	0	3	0
4	1	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	19		7

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Amy Jackson 9/14/23

Marchetta Dante 9-14-23

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **AMMONS QUENTIN WESLEY**

Address: **953 MCCAY AVE UNIT A**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **62** Item # **3**

Lot Description: **THAT PORTION OF LOT 21 ON W/S BURTON AVE DBK 94 NS P 482 DESC AS FOLL - BEG AT PT ON SE COR OF SD LOT 21 ON W/S OF BURTON AVE RUN TH W-LY 114 FT 7 INS TO PT TH RUN N-LY 50 FT TO PT TH RUN E-LY 114 FT 7 INS TO PT TH RUN S-LY ALG W/S OF BURTON AVE 50 FT TO PT OF BEG #SEC 18 T4S R1W #MP29 08 18 1 003 (29 08 18 1 003 042.01X) 315 BURTON AVE**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,739	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Edwards
SECRETARY

Marcelle Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **STALLWORTH DEVONYA**

Address: **P. O. BOX 81822**

City, State, Zip: **MOBILE, AL 36689-1822**

Repeat Group Number: **62** Item # **4**

Lot Description: **LOT 17 BLK A NEESE ADD TO CRICHTON MBK 4 P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 040.01X) 2854 JOSEPHINE ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,659	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Wear
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **COURTNEY LARRY NEWMAN**

Address: **315 CLOVER STREET**

City, State, Zip: **DAYTON, OH 45410**

Repeat Group Number: **62** Item # **5**

Lot Description: **LOTS 552 & 553 1ST ADD TO HAAS PLACE DBK 156 PGS 386- 387 #SEC 18 T4S R1W #MP29 08 18 1 004 (29 08 18 1 004 061.XXX) 164 PAGE AVE**

Nuisance Date: 3/3/2023

Date lot was cut: 8/25/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,874	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	421.00

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **62** Item # **6**

Lot Description: **COMG NW COR LOT 15 BLK 1 INGATE PLACE DBK 106 PG 86 RUN S ALG E/S EAST ST 92 FT TO BEG THEN E RIGHT ANGLE TO EAST ST 150 FT THEN S PAR TO EAST ST 46 FT THEN W RIGHT ANGLE TO EAST ST 150 FT THEN N ALG E/S EAST ST 46 FT TO BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 090.XXX) 220 ABRAMS ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,204	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Edgar
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **STALLWORTH DEVONYA**

C/O STALLWORTH DEVONYA

Address: **P. O. BOX 81822**

City, State, Zip: **MOBILE, AL 36689-1822**

Repeat Group Number: **62** Item # **7**

Lot Description: **LOT 12 BLK 13 MECHEM & GASS SECOND ADD TO WEST MOBILE DBK 142/233 #SEC 23 T4S R1W #MP29 07 23 0 001 (29 07 23 0 001 084.XXX) 2665 MCKINNEY ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,994	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			**$**	**50.00**

Shelia Eldean
SECRETARY

Marchetta Smith
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **KZZ INVESTMENTS LLC**

Address: **18211 HOLLY BEND DR**

City, State, Zip: **HOUSTON, TX 77084**

Repeat Group Number: **62** Item # **8**

Lot Description: **W 1/2 OF LOT 4 SUB OF LOT 6 BLK 8 MURRELL TRT DBK 135 P 19 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 077.XXX) 2665 MURRELL LN**

Nuisance Date: 3/3/2023

Date lot was cut: 8/25/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,631	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	515.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **GOWDY JOHNNY & LOUVENIA**

Address: **2428 WYNDIKE CIR**

City, State, Zip: **JACKSON, MS 39209**

Repeat Group Number: **62** Item # **9**

Lot Description: **LOT 67 BATTOTTI PLACE DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 104.XXX) 1158 NEWMAN ST**

Nuisance Date: 3/3/2023

Date lot was cut: 8/25/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,265	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia E Dean
SECRETARY
Marchetta Lyte
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **BENNETT LEONARDO**

Address: **990 WAKEFIELD DR W**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **62** Item # **11**

Lot Description: **COMG AT SW COR OF WELLINGTON ST & PRICHARD LANE RUN TH IN A SW-LY DIR ALG S/L OF PRICHARD LN DIS OF 107.38 FT TO A PT TH RUN S-LY & PAR WITH E/L OF LUBEL AVE DIS OF 176.34 FT TO A PT WHICH PT IS PLC OF BEG TH CONT S-LY & PAR WITH LUBEL AVE DIS OF 40 FT TO A PT TH E-LY AT RT ANG DIS OF 94.57 FT D 107 FT S TO A PT WHICH PT IS ON W/L OF WELLINGTON ST TH NLY ALG W/L OF WELLINGTON ST DIS OF 40 FT TO A PT TH WLY & PAR WITH S/L OF PPTY HEREIN DESC DIS OF 95.35 FT POB #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 433.XXX) 1069 WELLINGTON ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,915	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Ellean
SECRETARY

Marchitta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **CAMPBELL EARNER**

Address: **4611 MYERS RD APT #20**

City, State, Zip: **EIGHT MILE, AL 36613**

Repeat Group Number: **62** Item # **12**

Lot Description: **ALL THAT PORTION OF LOTS 6 & 7 BLK 5 WEST HIGHLANDS SUB DBK 156 N S P 478 BEG AT PT IN LOT 7 WHICH PT OF BEG IS MIDWAY BET E & W LINES OF LOT 7 & 5 FT N-LY FROM S/L OF LOT 7 SAID PT OF BEG BEING ALSO ON N/L OF PPTY CONVEYED BY SOUTHERN REALTY CO TO COUNTY OF MOBILE DBK 215 N S P 204 DTD 8-4-26 RUN TH ELY & PAR WITH S/L OF LOT 7 & 6 TO PT MIDWAY BET E & W LINES OF LOT 6 RUN TH NLY & PAR WITH W/L OF LOT 6 85 FT TO PT RUN TH WLY & PAR WITH S/L OF LOTS 6 & 7 TO PT MIDWAY BET E & W/L OF LOT 7 RUN TH SLY & PAR WITH W/L OF LOT 6 85 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 224.XXX) 760 CHIN ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,587	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E Dean
SECRETARY

Marchetta Jante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **ROBINSON LEON S**

Address: **9 EDINBOROUGH AVE**

City, State, Zip: **CHICKASAW, AL 36611-1449**

Repeat Group Number: **62** Item # **13**

Lot Description: **LOT 3 BLK 5 LINCOLN PL DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 051.XXX) 909 JAKES LN**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	31,344	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **FRANCE VEVA D**

C/O ERA F THOMPSON

Address: **3026 RAINTREE VILLAGE DR**

City, State, Zip: **KATY, TX 77449-5684**

Repeat Group Number: **62** Item # **14**

Lot Description: **COMMENCING AT THE NORTHWEST CORNER OF WELLINGTON AND CECELIA STREETS THEN WESTERLY ALONG THE NORTH LINE OF SAID CECELIA STREET 210 FT(S) TO THE POINT OF BEGINNING. CONTINUE WESTERLY 75 FT THEN NORTHERLY 150 FT THEN WESTERLY 70 FT THEN NORTHERLY 143 FT THEN EASTERLY 73 FT THEN SOUTHERLY 293 FT TO THE POINT OF BEGINNING. (29 02 44 0 024 172.XXX) 2308 CECELIA ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	32,090	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Eason
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **EATON LIZZIE MATTHEWS**
C/O AZALEA GARDENS OF MOBILE
NURSING HOME
Address: **1758 SPRINGHILL AVE**
City, State, Zip: **MOBILE, AL 36607-3508**
Repeat Group Number: **62** Item # **15**

Lot Description: **LOT 46 BLK 2 EAST HIGHLANDS DBK 156 PG 594 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 002 (29 02 44 0 002 105.XXX) 365 CHIN STREET**

Nuisance Date: 3/3/2023
Date lot was cut: 8/25/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,563	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

SECRETARY
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **MARSHALL JESSIE M**

Address: **1012 WELLINGTON ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **62** Item # **16**

Lot Description: **LOT 16 BLK 4 LINCOLN PLACE NO 1 DBK 156 P 233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 057.XXX) 900 CHERRY ST**

Nuisance Date: 3/3/2023

Date lot was cut: 8/25/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,178	1	$ 125.0000	$ 125.00
standard rate<10,000 sqft		0	$ 0.0125	$ -
Administration Fee		1	$ 50.00	$ 50.00
Administrative Penalty-Additional Cuts	Each	1	$ 100.00	$ 100.00
Per Spare Tire		0	$ 3.00	$ -
Debris Removal	Cubic Yard	0	$ 7.00	$ -
		Total Project Cost:		$ 275.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **GUY NANCY MAE**
C/O VIRGIL J GUY
Address: **6409 MIDDLE RING CT**
City, State, Zip: **MOBILE, AL 36608**
Repeat Group Number: **62** Item # **17**

Lot Description: **LOT 11 SHRINER & MCKING SUB DBK 99/353 #SEC 18 T4S R1W #MP29 08 18 4 002 (29 08 18 4 002 089.XXX) 2776 LECREN ST**

Nuisance Date: 3/3/2023
Date lot was cut: 8/25/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,188	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

Shelia E Dean
SECRETARY
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **WRIGHT WILLIE MAE**

C/O JANICE WRIGHT F

Address: **2354 NORTHEN OAK DR**

City, State, Zip: **BRASELTON, GA 30517**

Repeat Group Number: **62** Item # **18**

Lot Description: **LOTS 1 & 2 BEING ON N/S LOL A ST LOUIS TOUART SUB DBK 9 0 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 156.XXX) 1342 LOLA ST**

Nuisance Date: 3/3/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,151	$	0.0125	$	**126.89**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**276.89**

Shelia E Dean

SECRETARY

INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	6 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	1 Cases
Council District 5	Joel Daves	2 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	1 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 63

Effective Date of Contract:

9/19/2023

Funding Source

Project # Repeat Weed Lien Group 63 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 63	Backup Material	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/14/2023 - 2:30 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 14, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-63**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **63.** Please place these on the City Council's Agenda for **September 19, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN						
	GROUP 63				Res. No.		
7/17/2023	1st REPEAT WEED LIEN LETTERS SENT				11-058		
9/19/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #		cut within	Assessed	CBO
No.							
1	810 Virginia St	2	26466	3/2/2022	1	$ 50.00	CBO
2	1203 Oak Lane Cir W	7	26467	6/29/2021	2	$ 850.39	
3	566 Bates Lane	1	26469	1/17/2023	1	$ 740.19	
4	2009 Jones Ave	1	26470	6/10/2021	1	$ 637.00	
5	2972 Northwest Dr	1	26471	10/25/2022	1	$ 450.00	
6	1766 Dublin St	2	26472	8/16/2022	1	$ 289.00	
7	61 S McGregor Ave	5	26473	9/28/2021	1	$ 50.00	CBO
8	1716 Boykin Blvd	3	26474	11/10/2020	1	$ 415.00	
9	1065 Arlington St	3	26475	3/2/2022	1	$ 275.00	
10	607 Graham Ave	1	26476	11/10/2020	1	$ 485.00	
11	354 St Charles Ave	2	26477	8/17/2021	1	$ 275.00	
12	1917 Seale St	1	26478	9/20/2022	1	$ 380.00	
13	504 Maple St	2	26479	4/6/2021	1	$ 1,041.00	
14	1701 Sandstone Ct	1	26480	7/20/2021	2	$ 410.96	
15	660 St Anthony St	2	26482	8/31/2021	1	$ 345.00	
16	2853 Pleasant Valley Rd	4	26484	8/30/2022	1	$ 775.01	
17	404 Pinehill Dr	5	26485	8/16/2022	1	$ 485.00	
18	711 Dauphin Island Pkwy	2	26486	9/8/2020	1	$ 800.00	
19	962 Arlington St	3	26487	10/25/2022	1	$ 310.00	
20	1101 Bay Ave	3	26488	10/25/2022	1	$ 310.00	
	Total					$ 9,373.55	

District total for this group		Numbers of lots cut	
1	6	1	6
2	6	2	5
3	4	3	4
4	1	4	1
5	2	5	1
6	0	6	0
7	1	7	1
	20		18

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Gary Lamb 9/14/23

Marchetta Tate 9-14-23

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **LOTTEAN TECHNOLOGIES LLC**

Address: **3535 PEACHTREE RD NE STE 520 PMB 619**

City, State, Zip: **ATLANTA, GA 30326-3292**

Repeat Group Number: **63** Item # **1**

Lot Description: **LOT 2 BLK 68-D CENTRAL TEXAS ST AREA UNIT 13 MBK 24/5 #SEC 38 T4S R1W #MP29 10 38 0 005 (29 10 38 0 005 129.XXX) 810 VIRGINIA ST**

Nuisance Date: 7/17/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	52,945	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Decu
SECRETARY

Marshetta Clarke
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **ABCM INC**

C/O GROW SAFETY ASSET LLC

Address: **664 CORONADO HILLS DR**

City, State, Zip: **SAN MARCOS, CA 92078-5006**

Repeat Group Number: **63** Item # **2**

Lot Description: **LOT 9 BLK 2 OAK LANE SUB MBK 9 PG 22 #SEC 12 T4S R2W #MP28 01 12 2 002 (28 01 12 2 002 074.XXX) 1203 OAK LN CIR W**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		29,631	$	0.0125	$	370.39
Administration Fee		0	$	50.00	$	-
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire			$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	850.39

Shelia E Dean

SECRETARY

Marchetta Dante

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **63** Item # **3**

Lot Description: **LOT 1 BATES COURT MBK 9 P 3 31 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 195.XXX) 566 BATES LN**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		14,255	$	0.0125	$	178.19
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		9	$	3.00	$	27.00
Debris Removal	Cubic Yard	55	$	7.00	$	385.00
		Total Project Cost:			$	740.19

Shelia E Dean
SECRETARY

Margaretta Taylor
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **MALONE YOLANDA L BRAXTON**

Address: **2153 MIMOSA DR**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **63** Item # **4**

Lot Description: **LOT 18 BLK F SUNNYMEADE SUB MBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 353.XXX) 2009 JONES AVE**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,003	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		4	$	3.00	$	12.00
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	637.00

Shelica E Dean

SECRETARY

Marchette Jack

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **WHITE SHARON D**

Address: **2972 NORTHWEST DR**

City, State, Zip: **MOBILE, AL 36607**

Repeat Group Number: **63** Item # **5**

Lot Description: **LOT 273 LIBERTY PARK MBK 5 PG 66 #SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 032.XXX) 2972 NORTHWEST DR**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,500	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	450.00

Shelia E Weare
SECRETARY

Marchetta Tuite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **FRAZIER VINCENT JOSEPH &**

WINNIE FRAZIER

Address: **1573 VAN DORN ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **63** Item # **6**

Lot Description: **THAT PARCEL OF LAND BEG 110 FT E OF THE NE COR OF HOUSTON & DUBLIN ST ON THE N/L OF DUBLIN ST IN SEC 28 T4S R1W TH RUN NWLY & PAR WITH HOUSTON ST 50 FT TO A PT TH ELY & PAR WITH DUBLIN ST 44 FT M/L TO A PT ON THE PROLONGATION OF THE E/L OF LOT 33 ACC TO A MAP MADE BY D N N ROSS DBK 67 N S PG 160 TH SWLY ALG THE E/L OF SD LOT 33 & ITS PROLONGATION 50 FT TO A PT ON THE N/L OF DUBLIN ST TH 44 FT WLY TO THE POB #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 082.XXX) 1766 DUBLIN ST**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	2,862	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	2	$	7.00	$	14.00
		Total Project Cost:			$	289.00

Sheila e Decar
SECRETARY

Marchetto Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **GRAY CHARLES H**

Address: **300 QUIVIRA ST**

City, State, Zip: **DAUPHIN ISLAND, AL 36528**

Repeat Group Number: **63** Item # **7**

Lot Description: **BEG ON W/L OF MCGREGOR AVE 70 FT N OF S/L SEC 14 T4S R2W TH N 145 FT TH DEFL 91 DEG LT WLY 283 FT TH S 01 DEG 36 MIN W 215 FT TO S/L OF SAID SEC TH LT AND RUN E 38 FT TH DEFL 88 DEG 24 MIN LT NLY 70 FT TH DEFL 80 DEG 24 MIN RT ELY 245 FT TO POB & ALSO A PORTION OF PVT RD KNOWN AS WARREN COURT AND DESC AS FOLL: BEG W/L MCGREGOR AVE 10 FT S OF N/L SEC 23 T4S R3W RUN W 383 FT TH N 10 FT TH E 383 FT TH S 10 FT TO POB (28 06 14 4 000 074.XXX) 61 S MCGREGOR AVE**

Nuisance Date: 7/17/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	51,214	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			**$**	**50.00**

Sheila E Dean
SECRETARY

Maynette Pugh
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **63** Item # **8**

Lot Description: **LOT 39 BLK 6, 1ST ADD TO PINEDA PL MBK 3 P 547-48 #SEC 40 T5S R1W #MP32 10 40 0 002 (32 10 40 0 002 083.XXX) 1716 BOYKIN BLVD**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,685	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	415.00

Sheila E Dean

SECRETARY

Marguerite Davis

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **IRBY HOME BUYERS LLC**

Address: **1 SAINT LOUIS ST STE 3400**

City, State, Zip: **MOBILE, AL 36602-3929**

Repeat Group Number: **63** Item # **9**

Lot Description: **LOT 39 BLK 3 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 053.XXX) 1065 ARLINGTON ST**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,543	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Sheliae Dean

SECRETARY

Marquetta Davis

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **63** Item # **10**

Lot Description: **BEG AT NW COR LOT 60 STRAUSS & SULLIVAN 1ST ADD TO PRICHARD DBK 156/266 RUN ELY ALG N/L LOT 60 35 FT TO PT THEN SLY PAR WITH W/L LOT 60 125 FT TH WLY ALG S/L LOT 60 35 FT TO SW COR THEREOF THEN NLY ALG W/L LOT 60 125 FT TO BEG BEING W 35 FT OF LOT 60 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 069.XXX) 607 GRAHAM AVE**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,461	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	485.00

Shelia Ellison
SECRETARY

Margaretta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **63** Item # **11**

Lot Description: **LOT 2 FRANCIS PLACE SUB MBK 6/81 #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 022.XXX) 354 ST CHARLES AVE**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,497	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Sheila E Dean

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **HERRON SANDRA**

Address: **1917 SEALE ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **63** Item # **12**

Lot Description: **LOT 18 BLK 5 REVISED FINAL PT MCDONALD BROTHERS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 241.XXX) 1917 SEALE ST**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,820	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **WYATT LEONARD C SR**

& GRACE Y WYATT

Address: **6427 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **63** Item # **13**

Lot Description: **LOT 18 BLK 12 FISHER TRT DB K 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 326.XXX) 504 MAPLE ST**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,046	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		22	$	3.00	$	66.00
Debris Removal	Cubic Yard	100	$	7.00	$	700.00
		Total Project Cost:			$	1,041.00

Sheila E Deaw
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 13, 2023

Lot Owner: **JAMES ANDRAY**
AKA ANDRAY S JAMES
Address: **597 W PRIVADO WAY**
City, State, Zip: **TRACY, CA 95391-7046**
Repeat Group Number: **63** Item # **14**

Lot Description: **LOT 31 SANDALWOOD UNIT 3 MBK 41 PG 14 #SEC 02 T4S R2W #MP28 01 02 3 000 (28 01 02 3 000 050.058) 1701 SANDSTONE CT**

Nuisance Date: 7/17/2023
Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,877	$	0.0125	$	**160.96**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**410.96**

Sheila E Dean
SECRETARY
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **SCIENCE OF LIFE CHURCH**

Address: **1214 SHORE ACRES DR**

City, State, Zip: **MOBILE, AL 36605-3512**

Repeat Group Number: **63** Item # **15**

Lot Description: **THAT CERTAIN PARCEL OF LAND BOUNDED BY A LINE BEGINNING AT A POINT ON THE NORTH SIDE OF ST. ANTHON STREET 31 FEET EAST FROM THE NORTHEAST CORNER OF ST. ANTHONY ST AND WASHINGTON AVENUE; THENCE RUNNING EAST ALONG THE NORTH SIDE OF ST. ANTHONY STREET A DISTANCE OF 18.5 FEET TO A POINT; THENCE NORTH AND ALONG A LINE OF AN INTERIOR ANGLE OF 90 DEG 13 MIN A DISTANCE OF 70 FEET TO A POINT;THENCE WEST AND PARALLEL WITH ST. ANTHONY STREET A DISTANCE OF 18 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH WASHINGTON AVENUE A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING. (29 06 40 0 003 225.XXX) 660 SAINT ANTHONY ST**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	878	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	345.00

Sheila E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **HOWELL CHARLES E**

Address: **1410 ALVAREZ DR**

City, State, Zip: **SARALAND, AL 36571-9252**

Repeat Group Number: **63** Item # **16**

Lot Description: **N 200 FT OF LOTS 1 & 2 HOWELLS 4TH ADD MBK 3 PG 265 #SEC 51 T4S R1W #MP29 09 51 0 006 (29 09 51 0 006 072.XXX) 2853 PLEASANT VALLEY RD**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		50,001	$	0.0125	$	**625.01**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**775.01**

Shelia Edgar
SECRETARY

Marchett Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **TURNER STANLEY L & ELLEN T**

Address: **P. O. BOX 160322**

City, State, Zip: **MOBILE, AL 36616-1322**

Repeat Group Number: **63** Item # **17**

Lot Description: **PT OF LOT 7 BLK 9 GOVT ST HGTS DBK 124 NS P 216 DESC AS COM AT PT ON S/L OF GOVT ST 80 FT R/W & W R/W OF PINEHILL DR -60 FT R/W- BEING ALSO NE COR OF LOT 5 BLK 9 GOVT ST HGTS RUN TH SLY & ALG E/L OF SD LOT 5 & W/L OF PINEHILL DR 105 FT TH RUN WITH DEFL ANG TO RT OF 90 DEG RUN WLY 87.5 FT TO PT ON E/L OF SD LOT 7 & POB OF PPTY HEREIN DESC TH WITH DEFL ANG TO LT OF 90 DEG RUN SLY & ALG SD E/L 29.25 FT TH WITH DEFL ANG TO RT OF 90 DEG RUN WLY 43.75 FT TH WITH DEFL ANG TO RT OF 90 DEG RUN NLY ALG W/L OF LOT 7 29.25 FT TH WITH DEFL ANG TO RT OF 90 DEG RUN ELY 43.75 FT TO PT ON E/L OF LOT 7 & POB ALSO BEG AT PT ON W/L OF PETTUS ST 105 FT SLY FROM SW COR OF PETTUS & GOVT ST TH RUN SLY ALG W/L OF PETTUS ST 45 FT TO PT AT SE COR OF LOT 5 BLK 9 GOVT ST HGTS DBK 124 NS P 219 RUN TH WLY ALG S/L OF LOT 5 & 6 BLK 9 92 FT TO SW COR OF LOT 6 RUN TH NLY ALG W/L OF LOT 6 72.4 FT TO PT TH RUN ELY 87.5 FT TO W/L OF PETTUS ST & POB ALSO ALL THAT PT OF LOT 7 BLK 9 GOVT ST HGTS DBK 124 NS P 219 DESC AS BEG AT SE COR OF LOT 7 & RUN TH NLY ALG E/L OF LOT 7 43.15 FT TO PT TH RUN WLY AT RT ANG TO E/L OF LOT 7 43.75 FT TO PT ON W/L OF LOT 7 RUN TH SLY ALG W/L OF LOT 7 56.85 FT TO PT ON SW COR OF LOT 67 TH RUN ELY ALG S/L OF LOT 7 46 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 002 (29 09 29 1 002 078.XXX) 404 PINEHILL DR**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,643	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	485.00

Sheila E Dean
SECRETARY

Marnetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **COLEMAN GLENN M**

Address: **11384 SHANDON PARK WAY**

City, State, Zip: **WINDERMERE, FL 34786-6062**

Repeat Group Number: **63** Item # **18**

Lot Description: **THE S 40 FT OF LOT 6 & THE N 10 FT OF LOT 7 IN BLK 2 OF FULTON HOMES DBK 156 N.S P 426-427 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 097.XXX) 711 DAUPHIN ISLAND PKY**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,239	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	75	$	7.00	$	525.00
		Total Project Cost:			$	800.00

Shelia Ellison
SECRETARY

Margaretta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **63** Item # **19**

Lot Description: **LOT 21 BLK 2 ARLINGTON DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 009.XXX) 962 ARLINGTON ST**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,863	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 13, 2023

Lot Owner: **GEORGE QUEEN P**

Address: **320 STANTON RD APT 1212**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **63** Item # **20**

Lot Description: **E 1/2 OF LOTS 1 & 2 OF SQ D OAKHILL SUB DBK 85 N S & 380 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4 000 117.XXX) 1101 BAY AVE**

Nuisance Date: 7/17/2023

Date lot was cut: 9/11/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,808	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Sheila E Dean
SECRETARY

Margaret Ivette
INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	0 Cases
Council District 2	William Carroll	0 Cases
Council District 3	C J Small	3 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 64

Effective Date of Contract:

9/19/2023

Funding Source

Project # Repeat Weed Lien Group 64 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 64	Backup Material	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/14/2023 - 11:26 AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 14, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-64**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **64.** Please place these on the City Council's Agenda for **September 19, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

	REPEAT WEED LIEN						
	GROUP 64					Res. No.	
6/17/2023	1st REPEAT WEED LIEN LETTERS SENT					11-058	
9/19/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #		cut within	Assessed	CBO
No.							
1	1040 Dauphin Island Pkwy	3	26613	11/29/2022	1	$ 4,661.56	
2	2056 Woodlawn Dr S	3	26615	11/29/2022	1	$ 2,284.51	
3	1050 Dauphin Island Pkwy	3	26616	11/29/2022	1	$ 2,479.14	
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
	Total					$ 9,425.21	

District total for this group			
1	0	1	0
2	0	2	0
3	3	3	3
4	0	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	3		3

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Gary Jackson 9/14/23

Marchetta Jaite 9-14-23

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	**2,061.56**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	**2,450.00**
		Total Project Cost:			$	**4,661.56**

Shelia Dean
SECRETARY
Mitchell
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Shelia Drew
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1204B MURRAY HILL CT**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Sheli a Dean
SECRETARY
Marchetta Tate
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Sheila Dean
SECRETARY
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 3606**
Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Sheila Dean
SECRETARY
Marchetta Dale
INSPECTOR
Jay Parker
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **1056 SAINT MADAR ST**
City, State, Zip: **MOBILE, AL 36603-5742**
Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Shelia Dean
SECRETARY
Michelle Davis
INSPECTOR
Gary Fader
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **JENNIFER FREELAND**

Address: **720 RICHARDSON ST**

City, State, Zip: **CLARKSVILLE, TN 37040-3828**

Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: //2023 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	**2,061.56**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	**2,450.00**
		Total Project Cost:			$	**4,661.56**

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **COMPLETE PLUMBING & CONSTRUCTION**

Address: **P. O. BOX 2572**

City, State, Zip: **MOBILE, AL 36652**

Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	2,061.56
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	2,450.00
		Total Project Cost:			$	4,661.56

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

Repeat Group Number: **64** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		164,925	$	0.0125	$	**2,061.56**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	350	$	7.00	$	**2,450.00**
		Total Project Cost:			$	**4,661.56**

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **64** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056 WOODLAWN DR S**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		133,881	$	0.0125	$	1,673.51
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	2,284.51

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1050 GLENBROOK WAY STE 480**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **64** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056 WOODLAWN DR S**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		133,881	$	0.0125	$	1,673.51
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	2,284.51

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **64** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056 WOODLAWN DR S**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		133,881	$	0.0125	$	1,673.51
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	2,284.51

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **64** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056 WOODLAWN DR S**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		133,881	$	0.0125	$	1,673.51
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	2,284.51

Sheila Dees
SECRETARY

Marshall Smith
INSPECTOR

Tony Lauderdale
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **1017 OLD SHELL RD**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **64** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056 WOODLAWN DR S**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		133,881	$	0.0125	$	1,673.51
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	2,284.51

Sheila Dean
SECRETARY
Margaret Jones
INSPECTOR
Tony Jackson
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

Repeat Group Number: **64** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056 WOODLAWN DR S**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		133,881	$	0.0125	$	**1,673.51**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**2,284.51**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1050 GLENBROOK WAY STE 480**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Sheila Dean
SECRETARY

Maychette Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1040 LATIMER LN**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Sheila Dean
SECRETARY
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1204B MURRAY HILL CT**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Shalia Dean
SECRETARY
Marshella Ford
INSPECTOR
Jane Jackson
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Shelia Dean
SECRETARY
Margaret Smith
INSPECTOR
Tony Tucker
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **1056 SAINT MADAR ST**
City, State, Zip: **MOBILE, AL 36603-5742**
Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223
Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Sheria Deaver
SECRETARY
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **MOBILE COUNTY REVENUE**

Address: **3925 MICHAEL BLVD STE G**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Shelia Deaver
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
September 7, 2023

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 7, 2023

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **4071 LEIGHTON PLACE DRIVE**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **64** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/17/20223

Date lot was cut: 8/25/20223 Contractor:Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		186,331	$	0.0125	$	**2,329.14**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**2,479.14**

Sheila Dean
SECRETARY

Machelle Jones
INSPECTOR

Jerry Tolston
SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 9:41 AM

60- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Firefighter Jason D. Bark (Emp #18207)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

Dwayne M. Penn

May 5, 2023

Deputy Chief of Support

Firefighter Caleb Watson's performance is invaluable to this department and the communication division. He is always striving for excellence and working to improve and keep the communications IT network up and online. He works with several assisting agencies City of Mobile IT, Mobile County Communication District, and EMA to provide insight into this ever-changing field. He is a self-taught IT tech that looks for ways to improve and enhance our system, as he embellishes the responsibility of a position once held by a senior officer. Caleb is in charge of maintaining the Computer Aided Dispatch, and Locution while making repairs as needed to the system and upgrading our operating platforms to ensure the most current and active programs are suited for our use. He is actively engaged in dispatching and generating tracking forms to gather data and find ways of making our resources viable and working in a manner that will improve the communication model.

He is a committed and passionate firefighter who places his job at the forefront of his daily activity. He is truly committed to the growth and competencies of this organization and has great reverence for the vision embodied by our Fire Chief.

His commitment to excellence and willingness to learn supersedes that of any firefighter within Mobile County. Words cannot adequately staple the designated desire of stewardship of an individual of his caliber.

With great honor and pleasure, I would like to submit Caleb Watson #18198 for Firefighter of the Month.

Cordially yours,

Brandon D. Jackson

Brandon D. Jackson

District Chief of Communications

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/13/2023 - 1:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, September 19, 2023 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

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: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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:

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

August 2023: Officer Jacob Christian

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Jacob Christian

On August 19, 2023, while working an extra job at Sideways Sports Bar and Grill. Officer Jacob Christian encountered an individual and subsequently detained them for identification purposes on the possibility of the subject having a warrant. Once it was clear the individual did not have any active warrants for his arrest, he was released. The following day while off duty, Officer Christian was scanning recently generated BOLO's when he came across one for a recent murder occurring on Dunbar St. The subject in the issued BOLO was immediately recognized by Officer Christian as the subject who he had detained the previous night; he immediately notified the homicide investigator assigned to the case informing him of the suspect's identity. Thanks to the outstanding work of Officer Christian while in an off-duty capacity, the BOLO subject was located and charged with murder on the same day by homicide investigators. A prime example of proactive policework, the information provided by Officer Christian proved vital to the swift location and arrest of a violent suspect.

Throughout the month of August, Officer Christian responded to eighty-eight calls for service and sixty-eight backing calls, in addition to making one misdemeanor arrest, and issuing six citations.

His initiative, enthusiasm, and excellence in his overall performance is a clear demonstration of an initiative-taking police style which is a tremendous asset to the City of Mobile. Now, therefore, with our sincere thanks on behalf of all of our citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Jacob Christian, OFFICER OF THE MONTH for August 2023.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Penn

Purpose and Scope of Project:

Funds will be used to assist with the purchase of uniforms, helmets, pads, as well as other necessary equipment for the players.

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-01/10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TOULMINVILLE RATTLERS SPORTS	Cover Memo	9/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	9/12/2023 - 2:14 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, Councilmember Penn wishes to appropriate $2,000.00 to the Toulminville Rattlers Sports from his discretionary funds; and

WHEREAS, Toulminville Rattlers Sports is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville Rattlers Sports, will be used to assist with the purchase of uniforms, helmets, pads, as well as other necessary equipment for the players, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $2,000.00 to RC Toulminville Rattlers Sports, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIT WITH THE 2ND ANNUAL COMMUNITY FUND DAY WALK.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02/10041020-42200	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - RC AFRICATOWN PLATEAU PACERS	Cover Memo	9/11/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/11/2023 - 9:23 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,000.00** to RC Africatown Plateau Pacers from his discretionary funds*; and

WHEREAS, RC Africatown Plateau Pacers is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to RC Africatown Plateau Pacers*, will be used to assist with the 2nd Annual Community Fun Day,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to RC Africatown Plateau Pacers, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the school's AJROTC department.

Amount of Contract:

$500.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - WILLIAMSON HIGH SCHOOL	Cover Memo	9/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	9/12/2023 - 2:03 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, Councilmember Carroll wishes to appropriate **$500.00** to Williamson High School & Middle Grades Preparatory Academy, from his discretionary funds; and

WHEREAS, Williamson High School & Middle Grades Preparatory Academy, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Williamson High School & Middle Grades Preparatory Academy will be used to assist with the school's AJROTC department, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Williamson High School & Middle Grades Preparatory Academy for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Accounting Dept.

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/14/2023 - 3:07 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate **$1,500.00** to the Mobile Law Enforcement Foundation, Inc., from his discretionary funds*; and

WHEREAS, *Mobile Law Enforcement Foundation, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc.*, will be used to assist with the 2023 Annual Luncheon,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Mobile Law Enforcement Foundation, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Ben Reynolds

Purpose and Scope of Project:

Funds will be used to assist with MOB Music Festival and the Alabama Hip Hop Community Tour in July 2024.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - OPPORTUNITY 4 ENTERTAINERS & PERFORMING ARTS	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	9/14/2023 - 12:47 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate **$1,500.00** to Opportunity 4 Entertainers & Performing Arts, from his discretionary funds*; and

WHEREAS, *Opportunity 4 Entertainers & Performing Arts,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Opportunity 4 Entertainers & Performing Arts*, will be used to assist with MOB Music Festival on July 12th - July 14th , 2024, the Alabama Hip Hop Community Tour on July 15th – 21st ,2024, and the Oppo1tunity Day School Tour with Mobile County Public School System (MCPSS) Mental Health Fair, Talent Showcase, and Resource Events during the 2023-2024 School Year. MOB Music Festival is a three-day FREE family friendly music festival held annually in Downtown Mobile at Cathedral Square,* which serve a public benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Opportunity 4 Entertainers & Performing Arts, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Joel Daves

Purpose and Scope of Project:

Funds will be used to assist in the building of sidewalks on Country Club Road and Westgate Road

Amount of Contract:

$12,500.00

Funding Source

Project # DSC-05/10041020-42080 **Discretionary Funds** DSC-05

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - COUNTRY CLUB ESTATES NEIGHBORHHOD ASSOCIATION, INC	Cover Memo	9/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	9/12/2023 - 3:43 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves

WHEREAS, Councilmember Daves wishes to appropriate $12,500.00 to Country Club Estates Neighborhood Association, Inc., from his discretionary funds; and

WHEREAS, Country Club Estates Neighborhood Association, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Country Club Estates Neighborhood Association, Inc., will be used to assist with the building of sidewalks on Country Club Road and Westgate Road, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $12,500.00 to Country Club Estates Neighborhood Association, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Accounting Dept.

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/18/2023 - 10:07 AM

60-1069 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,200.00** to Yorktown Baptist Church, from his discretionary funds*; and

WHEREAS, *Yorktown Baptist Church,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Yorktown Baptist Church, will be used to assist with purchasing food for the community from Feeding the Gulf Coast,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,200.00** to Yorktown Baptist Church, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Donna Bryars, Accounting Dept.

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/18/2023 - 3:38 PM

60-1071 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **$5,000.00** to The U. J. Robinson Memorial Center, Inc., from his discretionary funds*; and

WHEREAS, *The U. J. Robinson Memorial Center, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The U. J. Robinson Memorial Center, Inc., *will be used to assist with providing adult daycare services for those in the community who are mentally or physically disabled,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to The U. J. Robinson Memorial Center, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll & Gregory and Mayor Stimpson

Purpose and Scope of Project:

To perform HVAC upgrades to existing systems at Springhill/Hillsdale/Harmon/ Hope Community/Recreation Centers

Amount of Contract:

$34,520.00 combined

Funding Source

Project # 4 Community/Recreation Centers - HVAC Upgrades PR-067/68/69/72-23

Discretionary Funds

Project String C0785/C0793/C0786/C0308 (20002000-42200)

Contract Number:C#4629, C#4630, C#4631, and C#4632

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution and Contract	Cover Memo	9/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/7/2023 - 10:10 AM
Capital	Rhodes, Brenda	Rejected	9/7/2023 - 10:42 AM
Architectural Engineering	Boatwright, Cassie	Approved	9/13/2023 - 5:30 PM
			9/14/2023 - 9:24

Capital	Rhodes, Brenda	Approved	AM
Legal	Kern, Chris	Approved	9/14/2023 - 10:41 AM
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:24 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmembers William Carroll & 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: R.J. SMITH MECHANICAL CONSULTANT INC.

Project Information: HVAC UPGRADES –

SPRINGHILL RECREATION CENTER - PR-067-23
$4,290.00 – C0785 / CIP:2023-P-006 D2

HILLSDALE COMMUNITY CENTER - PR-068-23
$16,870.00 – C0793 / CIP:2022-P-013 D7

HARMON RECREATION CENTER - PR-069-23
$9,450.00 – C0786 / CIP:2023-P-008 D2

HOPE COMMUNITY CENTER - PR-072-23
$3,910.00 – C0308 / CIP:2025-P-003 D2

Amount: $34,520.00 COMBINED CONTRACT

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PK HARMON COMMUNITY CTR

CAPITAL PROJECT #: C0786 CIP:2023-P-008 D2 (20002000-42200)

CONTRACT AMOUNT: $9,450.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-069-23

PROJECT DESCRIPTION: PROVIDE MECHANICAL DESIGN SERVICES FOR UPGRADING THE HVAC SYSTEM AT THE HARMON RECREATION CENTER (1611 BELFAST STREET).

VENDOR NAME: R J SMITH MECHANICAL CONSULTANT INC.

VENDOR NUMBER: 296936

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: Katie Cassil – Secretary III **Date:** 8/29/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP HILLSDALE PK HVAC LIGHTS PAINT

CAPITAL PROJECT #: C0793 CIP:2022-P-013 D7 (20002000-42200)

CONTRACT AMOUNT: $16,870.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-068-23

PROJECT DESCRIPTION: PROVIDE MECHANICAL DESIGN SERVICES FOR UPGRADING THE HVAC SYSTEM AT THE HILLSDALE COMMUNITY CENTER (558 FELHORN ROAD).

VENDOR NAME: R J SMITH MECHANICAL CONSULTANT INC.

VENDOR NUMBER: 296936

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: Katie Cassil – Secretary III **Date:** 8/29/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PK SPRINGHILL REC CTR IMPRV

CAPITAL PROJECT #: C0785 CIP:2023-P-006 D2 (20002000-42200)

CONTRACT AMOUNT: $4,290.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-067-23

PROJECT DESCRIPTION: PROVIDE MECHANICAL DESIGN SERVICES FOR UPGRADING THE HVAC SYSTEM AT THE SPRINGHILL RECREATION CENTER (1151 SPRINGHILL AVE).

VENDOR NAME: R J SMITH MECHANICAL CONSULTANT INC.

VENDOR NUMBER: 296936

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: Katie Cassil – Secretary III **Date:** 8/29/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARKS-HOPE COMM CENTER IMPRO

CAPITAL PROJECT #: C0308 CIP:2025-P-003 D2 (20002000-42200)

CONTRACT AMOUNT: $3,910.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-072-23

PROJECT DESCRIPTION: PROVIDE MECHANICAL DESIGN SERVICES FOR UPGRADING THE HVAC SYSTEM AT THE HOPE COMMUNITY CENTER (850 EDWARDS STREET).

VENDOR NAME: R J SMITH MECHANICAL CONSULTANT INC.

VENDOR NUMBER: 296936

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: Katie Cassil – Secretary III **Date:** 8/29/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the Consultant: R J Smith Mechanical Consultant Inc.
813 Downtowner Blvd., Suite B
Mobile, Alabama 36609

City of Mobile Business License No.: 111597
Secretary of State Registration No.: 000-542-407

For the following Projects: Springhill Recreation Center - HVAC Upgrades
1151 Springhill Avenue
Mobile, Alabama 36604
PR-067-23

Harmon Recreation Center - HVAC Upgrades
1611 Belfast Street
Mobile, Alabama 36605
PR-069-23

Hillsdale Community Center - HVAC Upgrades
558 Felhorn Road
Mobile, Alabama 36608
PR-068-23

Hope Community Center - HVAC Upgrades
850 Edwards Street
Mobile, Alabama 36610
PR-072-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Thirty-Four Thousand Five Hundred Twenty and 00/100 Dollars ($34,520.00). That Sum includes Four Thousand Two Hundred Ninety and 00/100 Dollars ($4,290.00) for Springhill Community Center; Nine Thousand Four Hundred

Fifty and 00/100 Dollars ($9,450.00) for Harmon Community Center; Sixteen Thousand Eight Hundred Seventy and 00/100 Dollars ($16,870.00) for Hillsdale Community Center; and Three Thousand Nine Hundred Ten and 00/100 ($3,910.00) for Hope Community Center.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated June 27, 2023.

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

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

2.1 OWNER/CONSULTANT REPRESENTATIVES:

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

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	R J Smith Mechanical Consultant Inc.
Address:	813 Downtowner Blvd., Suite B
	Mobile, Alabama 36609
Phone Number:	(251) 402-1364
Email Address:	rogerjsmith20@gmail.com
Name:	Roger J. Smith, PE
License No.:	24744

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within One Hundred Twenty (120) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

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

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

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

3.1.5 **STANDARD OF PERFORMANCE:** Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

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

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence

Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance as stated in the attached Proposal, dated June 27, 2023.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

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.

C. Automobile Liability Insurance:

1. 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.

D. 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.

E. Professional Liability Insurance

1.	Projects $0 - $1,000,000	$1,000,000/$2,000,000 annual aggregate
2.	Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsement listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – 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 (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.

5.1 CONTRACT DOCUMENTS

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

1. This Instrument (Agreement);
2. Consultant Proposals, dated June 27, 2023;
3. DBE Major Supplier and Subcontracting Plan;
4. E-Verify Documentation; and
5. Certificate of Insurance with Endorsements.

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. 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.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

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

7.1 NON-DISCRIMINATION

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

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

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power,

restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: R J Smith Mechanical Consultant Inc

_____
By Signature

Roger J. Smith, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roger Smith as Owner of RJ Smith Mechanical Consultant and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 25th day of August, 2023

_____
NOTARY PUBLIC
My Commission Expires: 7/14/2025

SHARON HUNNICUTT NOTARY PUBLIC ALABAMA STATE AT LARGE COMMISSION EXPIRES JULY 14, 2025

Smith Mechanical
Consulting & Design

June 27, 2023

Roger Washington
Architectural Engineer
City of Mobile
Architectural Engineering Department
P O Box 1827
Mobile AL 36633

RE: City of Mobile – Various Community Center HVAC Upgrades

Roger,

We are pleased to propose our professional engineering services for the referenced projects to include the following scope of work based on our correspondence with you regarding the project. If the scope of work changes, the fees indicated below shall be reevaluated:

Provide mechanical design services for the indicated mechanical scope of work for the four community centers indicated below. Electrical design services shall be by others.

Scope of work

Harmon Park Community Center:

Replace four package rooftop air conditioning units. Remove existing HVAC air distribution duct system and large round diffusers. Provide new concentric supply and return air drops from unit. The ceiling in gymnasium is to be removed at the direction of others. Attention will need to be given to the insulation system. The city needs to be sure when the ceilings are removed, the insulation isn't located on top of the ceiling, or provisions are made to reinsulate the underside of the roof deck. Estimate mechanical construction budget is $210,000.00

Mechanical Design Fee: $8,032.00
Mechanical Construction Admin. $1,418.00

Hillsdale Park Community Center:

Replace two 25 ton split systems serving the gymnasium with two 25 ton package units setting on the ground in the approximate location of the demolished condensing units. Reuse the gymnasium air distribution duct to the greatest extent possible. Route duct up exterior wall and penetrate through existing windows if possible. Utilize natural gas heat to possibly allow reuse of the existing electrical circuit to the demolished condensing units.

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251-402-1364

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Replace two 20 ton split systems serving the "Office/Classroom" spaces. Reuse air distribution duct system, modify as necessary for connection to new equipment. Systems utilize hot water reheat zone coils.

Evaluate existing boiler for replacement to serve the existing perimeter hot water zone heaters. Replacement size to be determined without connection to gymnasium units.

Evaluate existing HVAC controls system for upgrade for better performance.
Estimate mechanical construction budget is $375,000.00

Mechanical Design Fee: $14,340.00
Mechanical Construction Admin. $2,530.00

Springhill Recreation Center

Replace the two split systems serving the gymnasium area. Modify the existing duct system to condition two spaces behind the stage to be used as classrooms, or add HVAC equipment to condition the two classrooms behind the stage if duct modifications are not possible.
Estimate mechanical construction budget is $90,000.00

Mechanical Design Fee: $3,440.00
Mechanical Construction Admin. $ 850.00

Robert Hope Community Center

Replace two 15 ton gas package units. Reuse existing air distribution duct to the greatest extent possible.
Estimate mechanical construction budget is $80,000.00

Mechanical Design Fee: $3,060.00
Mechanical Construction Admin. $850.00

Engineering Fee for Design, and Construction Documents:

Mechanical Design Services:.....$34,520.00

The following services can be assumed to be included in the above proposed lump-sum fee:

- Preparation of new work construction documents in accordance with the above described scope of work. Plans with construction notes and specifications on the drawings shall be complete for bidding, permitting, and construction; plans will be signed and sealed by a professional engineer licensed in the state of Alabama. The

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Suite B
Mobile AL 36609
251-402-1364

Smith Mechanical
Consulting & Design

proposal includes review of shop drawings, one site inspections to review completed work.

Unless explicitly indicated otherwise, the following services are NOT included in the above lump-sum fees:

- Any meetings or Construction Administration (see Additional Services Proposed) including construction site inspections, contractor invoice review, and contractor correspondence during construction.
- Any additional insurance required by the City of Mobile.
- Bidding of the project.
- LEED design.
- Commissioning.
- Electrical design.
- Fire Alarm design.
- Fire Sprinkler design.
- Plumbing design.
- Major scope of work changes during design or construction due to discovery of unknown conditions or due to Owner request.

Additional Services Proposed:

- Construction Administration (CA) services to include construction site inspections:

  Construction Site Inspections:..... Hourly Basis at $150.00/hour.

The fee amounts in this professional proposal shall be valid for a period of thirty (30) days from the date of the proposal until the date on which a Contract is entered into; this period may also be extended by a statement in writing as requested.

Authorization to Proceed:
Should you find this proposal acceptable as described above please sign this proposal and return in its entirety to our office. When we are in receipt of the signed fee proposal we will assume this as notice to proceed with services as described above for the referenced projects. It is expected the design work indicated in this proposal will take approximately 90 days to complete.

Signature: _____ Date: _____

Title: _____

Organization: _____

Acknowledge Total Amount of Contract: $ _____

Smith Mechanical Consulting and Design
813 Downtowner Blvd.
Suite B
Mobile AL 36609
251-402-1364

Smith Mechanical
Consulting & Design

If you have any questions please do not hesitate to call or email us if we may be of further assistance in your evaluation and preparation of the referenced project.

R. J. Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design

Roger Smith, PE
Principal

Smith Mechanical Consulting and Design
813 Downtowner Blvd.
Suite B
Mobile AL 36609
251-402-1364

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-072-23; PR-069-23; PR-068-23; PR-067-23 Current Date 08/30/23

Project Description Upgrades to HVAC at four community centers.

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.

Consultant shall provide professional design services for upgrades to HVAC at four community centers. Total contract amount is $34,520. The consultant will be performing all the design in-house.

Requested By (Department Director)

(Signature)	Director of REAM (Title)	08/30/2023 (Date)

251.208.7627
Telephone Number

Boatwright@cityofmobile.org
Email Address

Archnique Kidd 9.7.2023
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Archnique Kidd (Sep 7, 2023 08:51 CDT)	Supplier Diversity Program Manager (Title)	972023 (Date)

ALK
Approved By (CAO)

Alabama Secretary of State

R J SMITH MECHANICAL CONSULTANT INC	
Entity ID Number	000 - 542 - 407
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/01/2019
Registered Agent Name	SMITH, ROGER J
Registered Office Street Address	7150 CHARLANDA CT MOBILE, AL 36695
Registered Office Mailing Address	7150 CHARLANDA CT MOBILE, AL 36695
Nature of Business	ANY OR ALL LAWFUL BUSINESS
Capital Authorized	1000 @ $1.00 PV
Capital Paid In	
Directors	
Director Name	SMITH, ROGER J
Director Street Address	7150 CHARLANDA CT MOBILE, AL 36695
Director Mailing Address	7150 CHARLANDA CT MOBILE, AL 36695
Incorporators	
Incorporator Name	SMITH, ROGER J
Incorporator Street Address	7150 CHARLANDA CT MOBILE, AL 36695
Incorporator Mailing Address	7150 CHARLANDA CT MOBILE, AL 36695
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2020 2021 2022
Transactions	
Transaction Date	02/11/2019

R J SMITH MECHANICAL CONSULTANT INC	
Miscellaneous Filing Entry	New Entity Effective 02-01-2019 12:19
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/11/2019 Certificate of Formation 2 pgs.

New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1456341

Approved by:

Employer	
R. J. Smith Mechanical Consultant Inc.	
Name (Please Type or Print) Roger J Smith	**Title**
Signature Electronically Signed	**Date** 10/03/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/04/2019

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1456341

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	R. J. Smith Mechanical Consultant Inc.
Company Facility Address	813 Downtowner Blvd. Suite B Mobile, AL 36609
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833380982
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2023

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

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

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkshire Hathaway Direct Insurance Company — 10391
INSURED R J Smith Mechanical Consultant, Inc Smith Mechanical Consulting and Design 813 Downtowner Blvd. Suite B Mobile, AL 36609	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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL897669	12/14/2022	12/14/2023	Per Occurrence/ Aggregate	$1,000,000/ $2,000,000

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

Additional Named Insured:Smith Mechanical Consulting and Design

CERTIFICATE HOLDER

City of Mobile Architeectural Engineering Department
P O Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AMERICAN NATIONAL PROPERTY AND CASUALTY CO

1949 E. SUNSHINE
SPRINGFIELD, MISSOURI 65899-0001
(417) 887-0220
www.AmericanNational.com

POLICY NUMBER
01-A-3925L1-6
POLICY TERM
11-30-2022 TO 05-30-2023
AND SUBSEQUENT RENEWALS.

THIS **FAMILY AUTOMOBILE AMENDED DECLARATION** REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.

NAMED INSURED AND ADDRESS
SMITH, ROGER J & CYNTHIA R
7150 CHARLANDA CT
MOBILE AL 36695-3079

CHANGE EFFECTIVE: 11-30-2022

RATING ADDRESS:
7150 CHARLANDA CT
MOBILE AL 36695-3079

AGENT: A0646-P 1-007
THE KNOTTS AGENCY
1212 MONTLIMAR DR STE A
MOBILE AL 36609-1711

FOR CUSTOMER SERVICE:
251-345-0865

DESCRIPTION OF INSURED PROPERTY

VEH	RATED DR	DESCRIPTION	ID NUMBER	TYPE
1	3	2012 FOR F250 CREW CAB	1FT7W2BT5CEC17499	PICKUP
2	0	1997 JEE WRANGLER SAHA	1J4FY49S1VP478063	AUTO

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

VEHICLE	12 FOR F250 CREW C	97 JEE WRANGLER SA
BODILY INJURY LIABILITY	**$266.00**	**$226.00**
LIMIT PER PERSON/OCCURRENCE	1MILLION/1MILLION	1MILLION/1MILLION
PROPERTY DAMAGE LIABILITY	**$140.00**	**$115.00**
LIMIT PER OCCURRENCE	100,000	100,000
MEDICAL PAYMENTS	**$3.00**	**$6.00**
LIMIT PER PERSON	2,000	2,000
UNINSURED MOTORIST	**$27.00**	**$46.00**
LIMIT PER PERSON/ACCIDENT	25,000/50,000	25,000/50,000
COMPREHENSIVE	**$91.00**	**NO COVERAGE**
DEDUCTIBLE	1,000	
ADDED COVERAGE ENDORSEMENT	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	NO
COLLISION	**$132.00**	**NO COVERAGE**
DEDUCTIBLE	1,000	
ADDED COVERAGE ENDORSEMENT	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	NO
ROADSIDE ASST/WINDSHIELD REPAIR	**$8.00**	**$8.00**
REIMBURSEMENT OF RENTAL EXPENSE	**INCLUDED**	
LIMIT PER DAY/AGGREGATE	25/750	
TOTAL	**$667.00**	**$401.00**

IMPORTANT NOTICE: THIS POLICY REDUCES THE APPLICABLE LIMITS FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COVERAGES SHOWN ON THIS DECLARATIONS PAGE TO THE LEGALLY REQUIRED MINIMUM FINANCIAL RESPONSIBILITY LIMITS IN THE STATE WHEN AN INSURED VEHICLE IS OPERATED BY ANYONE OTHER THAN YOU, OR A RELATIVE, OR A PERSON LISTED ON THE DECLARATIONS AS AN OPERATOR.

	VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM
TOTAL PREMIUMS	$1,068.00	$0.00	$0.00	$1,068.00

THE KNOTTS AGENCY
AUTHORIZED REPRESENTATIVE

DATE PRINTED 11-07-2022

THIS IS NOT A BILL

SEE DECLARATION SECTION II FOR ADDITIONAL INFORMATION

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

SM-484 (1-06)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tablet Command Inc for Tablet Command incident management software for MFRD.
Emergency Services expense.

Amount of Contract:

$32,500.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230912 Tablet Agenda Package POs	Cover Memo	9/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11901	2023	(1510) FIRE ADMINISTRATION	TABLET COMMAND INCIDENT MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT – AL CODE 41-16-51(A)(8))	$32,500.00	(298024) TABLET COMMAND INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER QUOTE #11901 AND QUOTE #QU-0495. NOTE: STATE OF ALABAMA BID LAW 41-16-51 (a)(8). ATTN: NELSON LAWRENCE 519-820-6021 NELSON@TABLETCOMMAND.COM			
001	ONE TIME COST: CAD integration-API Integration Development Deployment and Testing PER QUOTE QU-0495	1.00 EACH	2000.00000	2000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ONE TIME COST: Staffing Integration Deployment,	1.00 EACH	2000.00000	2000.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Configuration. Testing - Per Staffing Solution PER QUOTE QU-0495			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	ONE TIME COST: Tablet Command Web Based User Training (UNLIMITED ATTENDEES/SESSION), $500/SESSION. PER QUOTE QU-0495	3.00 EACH	500.00000	1500.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1500.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
07/06/23	298024				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	ONE TIME COST: TC Customer Onboarding and Account Configuration - Single Agency PER QUOTE QU-0495	1.00 EACH	2000.00000	2000.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
005	RECURRING COST: Tablet Command Enterprise Pro + STATUS Multi Agency License Annual Subscription: Administrative access, updates, support PER QUOTE QU-0495	1.00 EACH	5000.00000	5000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			5000.00
	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			
006	RECURRING COST: Tablet Command CAD + STATUS + AVL Integration License Annual Subscription: 24/7/365 monitoring, updates, support PER QUOTE QU-0495	1.00 EACH	7500.00000	7500.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor
TABLET COMMAND INC
822 HARTZ WAY
SUITE 235

DANVILLE, CA 94526
UNITED STATES
Tel#2093796911

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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			7500.00

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

007	RECURRING COST: TC Mobile Unlimited End User License iPhone/Android: Updates, end user support PER QUOTE QU-0495	1.00 EACH	3000.00000	3000.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			3000.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
TABLET COMMAND INC	FIRE CENTRAL SUPPLY
822 HARTZ WAY	2851 OLD SHELL ROAD
SUITE 235	
	MOBILE, AL 36607
DANVILLE, CA 94526	RICHARDSONV@CITYOFMOBILE.ORG
UNITED STATES	
Tel#2093796911	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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
008	RECURRING COST: Tablet Command End User License - Tablet: Updates, end user support PER QUOTE QU-0495	10.00 EACH	500.00000	5000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			5000.00
	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			
009	RECURRING COST: Tablet Command End User + STATUS + AVL License - Tablet: Updates, end user support PER QUOTE QU-0495	10.00 EACH	350.00000	3500.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			3500.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	RECURRING COST: Staffing Integration Annual Subscription - New PER QUOTE QU-0495	1.00 EACH	1000.00000	1000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1000.00
	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			

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
TABLET COMMAND INC	FIRE CENTRAL SUPPLY
822 HARTZ WAY	2851 OLD SHELL ROAD
SUITE 235	
	MOBILE, AL 36607
DANVILLE, CA 94526	RICHARDSONV@CITYOFMOBILE.ORG
UNITED STATES	
Tel#2093796911	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
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 32500.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	32500.00	75276.68
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	09/11/23	DONALD ROSE	Auto approved by: 9105fola
Approved	09/11/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/11/23	JOHN PAINE	Auto approved by: 9105fola
Approved	09/11/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	09/11/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mobile Bay Harley-Davidson Inc for 6 FLHTP Electra Glide police package Harley-Davidson motorcycles for MPD.
Fleet Capital

Amount of Contract:

$215,983.26

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230912 Harley Agenda Package POs	Cover Memo	9/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10793	2023	(F7000) MOTOR POOL	6 FLHTP ELECTRA GLIDE POLICE-PACKAGE HARLEY-DAVIDSON MOTORCYCLES FOR MPD (SEALED BID 5837)	$215,983.26	(134774) MOBILE BAY HARLEY-DAVIDSON INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	MOTORCYCLE AS SPECIFIED: 2023 OR NEWER POLICE PACKAGE HARLEY DAVIDSON MOTORCYCLE. Color:Two-tone, Artic White and Dark Peace Officer Blue. AS PER CITY OF MOBILE BID #5837 AND YOUR QUOTE	6.00 EACH	35997.21000	215983.26

Additional Description Notes

2023 OR NEWER POLICE PACKAGE HARLEY DAVIDSON MOTORCYCLE.
Color: Two-tone, Artic White and Dark Peace Officer Blue.

Engine: Minimum 114 cubic inches, air-cooled, electric start. External thermostatically controlled oil cooler.

Cruise Control: Cruise control on left handlebar. Cruise / Resume / Standby.

Transmission: 6 speed constant mesh, heel and toe shift lever.

Electrical: Minimum 50 amp/hr. 12-volt battery, with a solid state, high output alternator.

Ignition: Electronic control.

Clutch: Wet multi-clutch one plate design, high performance with manual cable.

Exhaust: High performance chrome dual exhaust pipes, Rinehart chrome mufflers, and chrome protectors on each side of motorcycle with stage one

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	(1) upgrade (Air induction / computer update)			
	Engine Guard: Chrome front mounted.			
	Frame: Heavy-duty double loop.			
	Handlebar: 10” Classis Bagger Ape Hanger 1” Chrome (Paul Yaffe Originals)			
	Brakes: Independent front and rear ABS brake system.			
	Fuel Tank: Minimum 6.0 U.S. Gallons			
	Wheels: Cast alloy with tapered bearings, retention pins, and spin balanced. Tires: Front / Rear black tubeless with bead retention.			
	Fairing and Windshield: Fork mounted, full coverage fairing and windshield.			
	Siren: Mounted 100-watt siren with 100-watt speaker mounted to engine guard.			
	Siren Switch: Left side mounted to handlebar water-resistant switch.			
	Pursuit Lights: Two blue LED circular front mounted (one per side) and engine guard mounted rectangular blue LED light (one per side).			
	Pursuit Light Switch: Right side mounted handlebar water-resistant switch.			

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Suspension: Heavy-duty suspension with telescopic cartridge damping front forks. Air adjustable rear shocks.

Wiring: Heavy duty.

Seat: Solo, smooth (no buttons), frame mounted, solid spring adjustable.

Tour package: Black outfitted with blue LED lights.

Saddle Bags: All hinges and locks to be heavy-duty with speed latches and chrome saddlebag guards.

Speedometer: Certified for Police use.

Indicator Lights: High beam, turn signals, neutral, and oil warning.

Lighting: LED Day-maker headlamps.

Mirrors: True image mirrors on each side of handlebar.

Moving Radar: KA band radar with front / rear antennas. Tuning forks and related operating manuals.

Footboard: Adjustable non-skid fold-up.

Handles: Heated with temperature adjustment control.

Throttle: Cruise control with left side water-resistant control switch.

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Warranty: Factory warranty with two-year standard coverage and unlimited mileage.

Manuals: Service and parts for the motorcycle.

Training: Minimum one-week training for one motorcycle mechanics.

Bulletins: Two copies of all current service bulletins and all future bulletins on publications.

***We are currently seeking sponsors through the Mobile Law Enforcement Foundation to purchase additional lighting for the motorcycles that are currently in service with the intention of adding the new light package to newly purchases motorcycles. The new light package will be an addition to the lights installed in the original police package. The additional lighting will make the motorcycles more visible which will add greater safety when conducting enforcement operations. This light request could be part of the original bid or added to the motorcycle during upfit such as mounting MDT's and printers.

Additional lighting:
• Windshield Light Array molded light bar. The molded light bar will hold five light modules (Ion T-Series) and mount to the fairing at the base of the windshield. (All Blue)
• Side Crash Bar Mounting Bracket (Chrome). One for each side. Each bracket will hold 3 light modules (ION T-Series). (All Blue)
• License Plate Light Bracket. Each bracket will hold two light modules, one on each side (M2 or V23 Lights - All Blue). The lights will

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	have a low light steady burn blue when the motorcycle is turned on. They will do an emergency flash pattern when lighting equipment is activated. • Please see attached price quote for additional information on the requested light package to be added.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			215983.26

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 215983.26

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	215983.26	117939.74

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	215983.26	75276.68

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

Account		Amount	Remaining Budget
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	06/07/23	CHARLES SUMRALL	PD units
Approved	06/07/23	SHONNDA SMITH	
Approved	06/07/23	JAMES DELAPP	Auto approved by: 910518244
Approved	06/07/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/11/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/11/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/11/23	JOHN PAINE	
Approved	09/11/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5837
POLICE PACKAGE MOTORCYCLES

	MOBILE BAY HARLEY	HARLEY DAVIDSON OF MONTGOMERY
HARLEY DAVIDSON POLICE MOTORCYCLE	$35,997.21	$36,660.83

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sc Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/17/2023	5837	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 8, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-8	**POLICE PACKAGE MOTORCYCLES** 2023 or Newer Police Package Harley Davidson Electra-glide Motorcycles as per the following and attached specifications: Make _____ Model _____ Provide literature and specifications on product bid. Upon award the City will purchase a minimum of one (1) Police Package Motorcycle. Motorcycles must be delivered set up, ready to use to 745 South Broad Street. Vendor shall deliver the Set Up Motorcycle(s) to the City of Mobile Motorpool. Under No circumstances will the vendor have the City pick up the motorcycles. The City will Not pick up the motorcycles. If vendor does not deliver the motorcycle to the City of Mobile Motor Pool or allows/ or has any city employee pick up the motorcycle from the dealership, there shall be a $1500.00 deduction per motorcyle from the vendor payment. 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 _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All paperwork will be signed by the Purchasing Agent of the City of Mobile.

Motorcycle manufacturer must have a service center within approximately 50 miles of the City of Mobile to work on the motorcycles bought by the City of Mobile.

City may require a demonstration of motorcycle bid prior to award for evaluation purposes. If a demonstration motorcycle is to be evaluated, it shall be set up mechanically exactly as the cycle bid.

City of Mobile Business License required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

Pricing to be firm for the six (6) month period 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 two (2) additional six (6) month periods.

TO BE AWARDED ALL OR NONE.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Police Motorcycle Bid Specifications

The City of Mobile is accepting bids to purchase six (06) 2023Police Package Harley Davidson motorcycles. All submitted bids would require the following minimum specifications.

All dealer installations and/or modifications are not acceptable unless noted and approved by the City of Mobile.

Color:	Two-tone, Artie White and Dark Peace Officer Blue.
Engine:	Minimum 114cubic inches, air-cooled, electric start. External thermostatically controlled oil cooler.
Cruise Control:	Cruise control on left handlebar. Cruise /Resume /Standby.
Transmission:	6 speed constant mesh, heel and toe shift lever.
Electrical:	Minimum 50 amp/hr. 12-volt battery, with a solid state, high output alternator.
Ignition:	Electronic control.
Clutch:	Wet multi-clutch 9 or 10 plate design, high performance with manual cable.
Exhaust:	High performance chrome dual exhaust pipes, Rinehart chrome mufflers, and chrome protectors on each side of motorcycle with stage one (1) upgrade (Air induction /computer update)
Engine Guard:	Chrome front mounted.
Frame:	Heavy-duty double loop.
Handlebar:	12" Classis Bagger Ape Hanger 1" Chrome (Paul Yaffe Originals)
Brakes:	Independent front and rear ABS brake system.
Fuel Tank:	Minimum 6.0 U.S. Gallons
Wheels:	Cast alloy with tapered bearings, retention pins, and spin balanced.
Tires:	Front I Rear black tubeless with bead retention.
Fairing and Windshield:	Fork mounted, full coverage fairing and windshield.
Siren:	Mounted 100-watt siren with 100-watt speaker mounted to engine guard
Siren Switch:	Left side mounted to handlebar water-resistant switch.
Pursuit Lights:	Two blue LED circular front mounted (one per side) and engine guard

	mounted rectangular blue LED light (one per side). **Faring:** Windshield Light Array molded light bar. The molded light bar will hold five light modules (Ion T-Series) and mount to the Fairing at the base of the windshield. (All Blue) **Engine Lights:** 2 Each Whelen TLIB ION T-series linear light, blue mounts on bracket on each side of motor. **Side Crash Bar Mounting Bracket** (Chrome). One for each side. Each bracket will hold 3 light modules (ION T-Series). (All Blue) **Saddle bags:** Whelen TLIB – ION T series Linear LED Light mounted to chrome saddle bag light bracket 1 per side **License Plate Light Bracket.** Each bracket will hold two light modules, one on each side (M2 or V23 Lights - All Blue). The lights will have a low light steady bum blue when the motorcycle is turned on. They will do an emergency flash pattern when lighting equipment is activated. **Emergency light control module**: Whelen SLFlash – to mounted where proper
Pursuit Light Switch:	Right side mounted handlebar water-resistant switch
Suspension:	Heavy-duty suspension with telescopic cartridge damping front forks.. Hand adjustable rear shocks.
Wiring:	Heavy duty.
Seat:	Solo, smooth (no buttons), frame mounted, solid spring adjustable.
Tour package:	Black outfitted with blue LED lights.
Saddle Bags:	All hinges and locks to be heavy-duty with speed latches and chrome saddlebag guards.
Speedometer:	Certified for Police use.
Indicator Lights:	High beam, tum signals, neutral, and oil warning.
Lighting:	LED Day-maker headlamps.
Mirrors:	True image mirrors on each side of handlebar.
Moving Radar:	Stalker KA band radar with front and rear antennas. Moving, stationary and same lane options. Tuning forks and related operating manuals.
Footboard:	Adjustable non-skid fold-up.

Handles:	Heated with temperature adjustment control.
Throttle:	Cruise control with left side water-resistant control switch.
Warranty:	Factory warranty with two-year standard coverage and unlimited mileage.
Manuals:	Service and parts for the motorcycle.
Training:	Minimum one-week training for one motorcycle mechanics.
Bulletins:	Two copies of all current service bulletins and all future bulletins on publications.

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

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 Rock Solid citizen-engagement software.
General fund.

Amount of Contract:

$51,275.99

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230912 Rock Agenda Package POs	Cover Memo	9/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14692	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF ROCK SOLID CITIZEN ENGAGEMENT SOFTWARE (BID EXEMPT AL CODE 41-16-51(A)(8))	$51,275.99	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- this is in relation to the initial PO 22010903, I have also attached the sign agreement to this req. PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #23863580. NOTE: STATE OF ALABAMA BID LAW 41-16-51 (a)(8). EMAIL PO TO MELISSA_MAJEWSKI@SHI.COM			
001	Platform - Enterprise: Subscription Granicus - Part#: Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2023 - 6/27/2024	1.00 EACH	38279.77000	38279.77
1	1000.10.23.5000.5000.5000.0000.0000.42115.			38279.77
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT			

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
002	Knowledge Base: Subscription Granicus - Part#: Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2023 - 6/27/2024	1.00 EACH	5907.37000	5907.37
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			5907.37
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Staging Instance: Subscription Granicus - Part#: Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #:	1.00 EACH	7088.85000	7088.85

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2023 - 6/27/2024			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			7088.85
	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 51275.99

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	51275.99	83513.38
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	09/05/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	09/05/23	SCOTT KEARNEY	

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/05/23	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	09/12/23	DONALD ROSE		Approved by: 9105fola	
	Approved	09/12/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	09/12/23	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	09/12/23	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	09/12/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	09/12/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Joh Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Greenview Solutions LLC for tree trimming and removal and stump grinding on Airport Blvd from Sage to Schillinger.
General fund.

Amount of Contract:

$80,499.50

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230914 greenview Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14978	2023	(2018) FORESTRY	TREE TRIMMING AND REMOVAL AND STUMP GRINDING ON AIRPORT BLVD (SEALED BID 5832)	$80,499.50	(298700) GREENVIEW SOLUTIONS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014978-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GREENVIEW SOLUTIONS LLC	URBAN FORESTRY
6146 MOBILE HWY.	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
PENSACOLA, FL 32526	PETER.TOLER@CITYOFMOBILE.ORG
Tel#850-208-2220	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	298700				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING AIRPORT BLVD - SAGE - SCHILLINGER AS PER CITY OF MOBILE BID # 5832 AND YOUR QUOTE	1.00 EACH	80499.50000	80499.50
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			80499.50

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 80499.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	80499.50	53731.80
FORESTRY EXP CONTRACT LABOR		

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

Bill To	Requisition 00014978-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released Page 2

Vendor	Ship To
GREENVIEW SOLUTIONS LLC 6146 MOBILE HWY. PENSACOLA, FL 32526 Tel#850-208-2220	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	298700				FORESTRY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	09/14/23	SHONNDA SMITH	Auto approved by: 910518527		
	Approved	09/14/23	JAMES DELAPP			
	Approved	09/14/23	CHERI BOUCHER	Auto approved by: 910518527		
	Approved	09/14/23	CASI CALLAWAY	Auto approved by: 910518527		
	Queued	09/14/23	DONALD ROSE	Auto approved by: 910518527		
	Queued	09/14/23	SANDRA LEWIS	Auto approved by: 910518527		
	Queued	09/14/23	STEVEN KRONINGER	Auto approved by: 910518527		
	Queued	09/14/23	SAMANTHA COOLEY	Auto approved by: 910518527		
	Queued	09/14/23	JOHN PAINE	Auto approved by: 910518527		
	Queued	09/14/23	MICHAEL SPAFFORD	Auto approved by: 910518527		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5832
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	ASPLUNDH	CAIN'S *Did not sign bid*	GREENVIEW SOLUTIONS
Old Shell Road			
Broad St – I-65	$97,765.00	NB	$160,999.00
I-65 W to Hillcrest Rd	$123,028.00	NB	$160,999.00
Airport Boulevard			
Sage – Schillinger	$99,673.00	NB	$80,499.50
Cottage Hill			
Airport Blvd – Azalea Rd	$69,006.00	$33,450.00	$80,499.50
Azalea Road – Cody Road	$129,671.00	$98,900.00	$80,499.50
University Boulevard			
Cottage Hill Rd – Airport Blvd	$53,882.00	$99,375.00	$80,499.50
Airport Blvd – Moffett Rd	$82,284.00	$84,850.00	$160,999.00

ADDENDUM 2

August 22, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

Change Bid Opening Date and Time:

From: 12:01pm, Friday, August 25, 2023.

To: 12:01 pm, Friday, September 1, 2023.

Replace Pricing Page:

Delete: Page 4 Issued within the Bid

Replace with: The Attached Pricing Sheet

At the pre-bid meeting, the City said the City would mark every tree on the bid routes that the City would expect the Contractor to remove as part of its bid price, and City would have those trees marked would be marked by Friday, August 18, to give the bidders time to see the trees to be removed before submitting their bids.

The City **did not** complete the marking of the trees for removal in the bid areas until Tuesday, August 22. The extra week is giving bidders time to check, or re-check routes for marked trees for removal.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

ADDENDUM

August 21, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 1 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

The City is extending the work area on the western Cottage Hill corridor further west out to McFarland Road. The bid previously listed the western Cottage Hill corridor project area as running from Azalea Road west along Cottage Hill Road to Cody Road. This addendum extends the project for that corridor further west, and bids for that corridor will cover work on Cottage Hill Road from Azalea Road all the way west to McFarland Road.

PAGE 4

CHANGE

From: Cottage Hill,

Azalea Road—Cody Road _____

To: Cottage Hill,

Azalea Road –McFarland Road _____

Use the following corrected page to provide your bid pricing and submit with your signed original bid document.

Also, the header on page 5 of the bid document is incorrect.

PAGE 5

CHANGE

From: "SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL"

To: "SPECIFICATIONS FOR TREE PRUNING AND REMOVAL"

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/3/2023	5832	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached.

- Old Shell Road
- Airport Boulevard
- Cottage Hill Road
- University Boulevard

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Wednesday, August 16, 2023, at 9:00 am.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5832**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, August 25, 2023**, or the **Bid #5832.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, August 25, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Any bids delivered after **12:01 P.M., Friday, August 25, 2023** will be returned unopened.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – Cody Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of 15 ft on minor streets, 18 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   To include and service roads (both sides) running along the side and parallel to the main street.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
        $250,000 each person
        $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
        Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
        $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.
Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.

13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.

14. "One Call" should be notified to come mark utilities.

15. If live wires are in the way, notify the City and power company.

16. If access is needed to private property, the vendor will need to coordinate with the property owner.

17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

   1. Register as a vendor with the City of Mobile.
   2. Submit proof of enrollment in the Federal E-Verify program
   3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Asplundh Tree Expert LLC for tree trimming and removal and stump grinding on Old Shell Road from Broad St to I-65.
General fund.

Amount of Contract:

$97,765.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230914 Asplundh Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14980	2023	(2018) FORESTRY	TREE TRIMMING AND REMOVAL AND STUMP GRINDING ON OLD SHELL ROAD (SEALED BID 5832)	$97,765.00	(295712) ASPLUNDH TREE EXPERT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014980-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING OLD SHELL ROAD - BROAD ST - I65 AS PER CITY OF MOBILE BID # 5832 AND YOUR QUOTE	1.00 EACH	97765.00000	97765.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			97765.00

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 97765.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070. FORESTRY EXP CONTRACT LABOR	97765.00	53731.80

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00014980-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	295712				FORESTRY

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	09/14/23	SHONNDA SMITH		Auto approved by: 9105paij	
	Queued	09/14/23	JAMES DELAPP		Auto approved by: 9105paij	
	Queued	09/14/23	CHERI BOUCHER		Auto approved by: 9105paij	
	Queued	09/14/23	CASI CALLAWAY		Auto approved by: 9105paij	
	Pending		DONALD ROSE		Auto approved by: 9105paij	
	Pending		SANDRA LEWIS		Auto approved by: 9105paij	
	Pending		STEVEN KRONINGER		Auto approved by: 9105paij	
	Pending		SAMANTHA COOLEY		Auto approved by: 9105paij	
	Pending		JOHN PAINE		Auto approved by: 9105paij	
	Pending		MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5832
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	ASPLUNDH	CAIN'S *Did not sign bid*	GREENVIEW SOLUTIONS
Old Shell Road			
Broad St – I-65	$97,765.00	NB	$160,999.00
I-65 W to Hillcrest Rd	$123,028.00	NB	$160,999.00
Airport Boulevard			
Sage – Schillinger	$99,673.00	NB	$80,499.50
Cottage Hill			
Airport Blvd – Azalea Rd	$69,006.00	$33,450.00	$80,499.50
Azalea Road – Cody Road	$129,671.00	$98,900.00	$80,499.50
University Boulevard			
Cottage Hill Rd – Airport Blvd	$53,882.00	$99,375.00	$80,499.50
Airport Blvd – Moffett Rd	$82,284.00	$84,850.00	$160,999.00

ADDENDUM 2

August 22, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

Change Bid Opening Date and Time:

From: 12:01pm, Friday, August 25, 2023.

To: 12:01 pm, Friday, September 1, 2023.

Replace Pricing Page:

Delete: Page 4 Issued within the Bid

Replace with: The Attached Pricing Sheet

At the pre-bid meeting, the City said the City would mark every tree on the bid routes that the City would expect the Contractor to remove as part of its bid price, and City would have those trees marked would be marked by Friday, August 18, to give the bidders time to see the trees to be removed before submitting their bids.

The City **did not** complete the marking of the trees for removal in the bid areas until Tuesday, August 22. The extra week is giving bidders time to check, or re-check routes for marked trees for removal.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

ADDENDUM

August 21, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 1 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

The City is extending the work area on the western Cottage Hill corridor further west out to McFarland Road. The bid previously listed the western Cottage Hill corridor project area as running from Azalea Road west along Cottage Hill Road to Cody Road. This addendum extends the project for that corridor further west, and bids for that corridor will cover work on Cottage Hill Road from Azalea Road all the way west to McFarland Road.

PAGE 4

CHANGE

From: Cottage Hill,

Azalea Road—Cody Road _____

To: Cottage Hill,

Azalea Road –McFarland Road _____

Use the following corrected page to provide your bid pricing and submit with your signed original bid document.

Also, the header on page 5 of the bid document is incorrect.

PAGE 5

CHANGE

From: "SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL"

To: "SPECIFICATIONS FOR TREE PRUNING AND REMOVAL"

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $\$$_____

I-65 West to Hillcrest Road $\$$_____

Airport Boulevard

Sage – Schillinger $\$$_____

Cottage Hill

Airport Boulevard – Azalea Road $\$$_____

Azalea Road – McFarland Road $\$$_____

University Boulevard

Cottage Hill Road – Airport Boulevard $\$$_____

Airport Boulevard – Moffett Road $\$$_____

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/3/2023	5832	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached.

- Old Shell Road
- Airport Boulevard
- Cottage Hill Road
- University Boulevard

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Wednesday, August 16, 2023, at 9:00 am.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5832**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, August 25, 2023**, or the **Bid #5832.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, August 25, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Any bids delivered after **12:01 P.M., Friday, August 25, 2023** will be returned unopened.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – Cody Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of 15 ft on minor streets, 18 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   To include and service roads (both sides) running along the side and parallel to the main street.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
        $250,000 each person
        $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
        Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
        $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.
Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.

13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.

14. "One Call" should be notified to come mark utilities.

15. If live wires are in the way, notify the City and power company.

16. If access is needed to private property, the vendor will need to coordinate with the property owner.

17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

   1. Register as a vendor with the City of Mobile.
   2. Submit proof of enrollment in the Federal E-Verify program
   3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Asplundh Tree Expert LLC for tree trimming and removal and stump grinding for Urban Forestry. Old Shell: I65-Hillcrest, University: Cottage Hill-Moffett
General fund.

Amount of Contract:

$259,194.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230907 Asplundh Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14754	2023	(2018) FORESTRY	TREE TRIMMING AND REMOVAL AND STUMP GRINDING (SEALED BID 5832)	$259,194.00	(295712) ASPLUNDH TREE EXPERT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014754-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING OLD SHELL ROAD - I-65 TO HILLCREST ROAD AS PER CITY OF MOBILE BID #5832 AND YOUR QUOTE	1.00 EACH	123028.00000	123028.00
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			123028.00
	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			
002	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING UNIVERSITY BOULEVARD - COTTAGE HILL RD - AIRPORT BLVD AS PER CITY OF MOBILE BID #5832 AND YOUR QUOTE	1.00 EACH	53882.00000	53882.00
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			53882.00

Bill To	Requisition 00014754-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Released Page 2

Vendor
ASPLUNDH TREE EXPERT LLC
708 BLAIR MILL ROAD

WILLOW GROVE, PA 19090

Tel#215-784-1372

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605
PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	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			
003	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING UNIVERSITY BOULEVARD - AIPORT BLVD - MOFFETT RD AS PER CITY OF MOBILE BID #5832 AND YOUR QUOTE	1.00 EACH	82284.00000	82284.00
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			82284.00
	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 Deliver To URBAN FORESTRY ATTN: PETER TOLER			

Bill To	Requisition 00014754-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released Page 3

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090 Tel#215-784-1372	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	1900 HURTEL STREET MOBILE, AL 36605			

Requisition Link

Requisition Total 259194.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		
	259194.00	234154.14
FORESTRY EXP CONTRACT LABOR		

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

Activity	Date	Clerk	Comment
Approved	09/07/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	09/07/23	JAMES DELAPP	
Approved	09/07/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	09/07/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	09/07/23	DONALD ROSE	Auto approved by: 910518527
Queued	09/07/23	SANDRA LEWIS	Auto approved by: 910518527
Queued	09/07/23	STEVEN KRONINGER	Auto approved by: 910518527
Queued	09/07/23	SAMANTHA COOLEY	Auto approved by: 910518527
Queued	09/07/23	JOHN PAINE	Auto approved by: 910518527
Queued	09/07/23	MICHAEL SPAFFORD	Auto approved by: 910518527

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5832
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	ASPLUNDH	CAIN'S *Did not sign bid*	GREENVIEW SOLUTIONS
Old Shell Road			
Broad St – I-65	$97,765.00	NB	$160,999.00
I-65 W to Hillcrest Rd	$123,028.00	NB	$160,999.00
Airport Boulevard			
Sage – Schillinger	$99,673.00	NB	$80,499.50
Cottage Hill			
Airport Blvd – Azalea Rd	$69,006.00	$33,450.00	$80,499.50
Azalea Road – Cody Road	$129,671.00	$98,900.00	$80,499.50
University Boulevard			
Cottage Hill Rd – Airport Blvd	$53,882.00	$99,375.00	$80,499.50
Airport Blvd – Moffett Rd	$82,284.00	$84,850.00	$160,999.00

ADDENDUM 2

August 22, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

Change Bid Opening Date and Time:

From: 12:01pm, Friday, August 25, 2023.

To: 12:01 pm, Friday, September 1, 2023.

Replace Pricing Page:

Delete: Page 4 Issued within the Bid

Replace with: The Attached Pricing Sheet

At the pre-bid meeting, the City said the City would mark every tree on the bid routes that the City would expect the Contractor to remove as part of its bid price, and City would have those trees marked would be marked by Friday, August 18, to give the bidders time to see the trees to be removed before submitting their bids.

The City **did not** complete the marking of the trees for removal in the bid areas until Tuesday, August 22. The extra week is giving bidders time to check, or re-check routes for marked trees for removal.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

ADDENDUM

August 21, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 1 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

The City is extending the work area on the western Cottage Hill corridor further west out to McFarland Road. The bid previously listed the western Cottage Hill corridor project area as running from Azalea Road west along Cottage Hill Road to Cody Road. This addendum extends the project for that corridor further west, and bids for that corridor will cover work on Cottage Hill Road from Azalea Road all the way west to McFarland Road.

PAGE 4

CHANGE

From: Cottage Hill,

Azalea Road—Cody Road _____

To: Cottage Hill,

Azalea Road –McFarland Road _____

Use the following corrected page to provide your bid pricing and submit with your signed original bid document.

Also, the header on page 5 of the bid document is incorrect.

PAGE 5

CHANGE

From: "SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL"

To: "SPECIFICATIONS FOR TREE PRUNING AND REMOVAL"

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $\$$_____

I-65 West to Hillcrest Road $\$$_____

Airport Boulevard

Sage – Schillinger $\$$_____

Cottage Hill

Airport Boulevard – Azalea Road $\$$_____

Azalea Road – McFarland Road $\$$_____

University Boulevard

Cottage Hill Road – Airport Boulevard $\$$_____

Airport Boulevard – Moffett Road $\$$_____

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/3/2023	5832	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached.

- Old Shell Road
- Airport Boulevard
- Cottage Hill Road
- University Boulevard

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Wednesday, August 16, 2023, at 9:00 am.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5832**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, August 25, 2023**, or the **Bid #5832.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, August 25, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Any bids delivered after **12:01 P.M., Friday, August 25, 2023** will be returned unopened.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – Cody Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of 15 ft on minor streets, 18 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   To include and service roads (both sides) running along the side and parallel to the main street.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
        $250,000 each person
        $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
        Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
        $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.
Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.

13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.

14. "One Call" should be notified to come mark utilities.

15. If live wires are in the way, notify the City and power company.

16. If access is needed to private property, the vendor will need to coordinate with the property owner.

17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

   1. Register as a vendor with the City of Mobile.
   2. Submit proof of enrollment in the Federal E-Verify program
   3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc for five Ford Transit 15-passenger vans for MPRD.
Fleet Capital.

Amount of Contract:

$300,000.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230914 Long Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14259	2023	(2050) FLEET MANAGEMENT-GARAGE	5 FORD TRANSIT 15-PASSENGER VANS FOR MPRD (AL STATE CONTRACT)	$300,000.00	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014259-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
08/22/23	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FIVE 2023 OR NEWER FORD TRANSIT 15 PASSENGER VAN XL MEDIUM ROOF EXTENDED LENGTH 15 ,PASSENGER SEATING 3.5 PFDI V6, AUTOMATIC TRANSMISSION. THE FOLLOWING OPTIONS TO BE INCLUDED: REMOTE MIRRORS HINGED REAR DORS POWER SIDE DOORS EXTENDED RUNNING BOARDS REARVIEW CAMERA 2 EXTRA SETS OF KEYS REMOTE KEY PAD ENTRY SPARE TIRE VINYL INTERIOR SEATING, MANUAL DRIVERS SEAT REAR AIR CONDITIONER WIT NO REAR CONTROLS EXTRA LARGE / EXTENDED RANGE FUEL TANK SPARE TIRE TO IINCLUDE DELIVERY TO THE CITY OF MOBILE AT $2.00 PER MILE. DISTANCE IS 369 MILES AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003123 Additional Description Notes --- FIVE 2023 OR NEWER FORD TRANSIT 15 PASSENGER VAN XL MEDIUM ROOF EXTENDED LENGTH 15 ,PASSENGER SEATING 3.5 PFDI V6, AUTOMATIC TRANSMISSION. REQUESTED BY PARKS-OPERATIONS	5.00 EACH	60000.00000	300000.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP. .			300000.00

Bill To	Requisition 00014259-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
08/22/23	290649				FLEET MANAGEMENT-GARAGE

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 300000.00

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

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP. .	300000.00	234398.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	300000.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/23/23	CHARLES SUMRALL	Approve Spec
Approved	08/24/23	SHONNDA SMITH	
Approved	08/24/23	JAMES DELAPP	Auto approved by: 910518244

Bill To	Requisition 00014259-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
08/22/23	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/24/23	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	08/24/23	CASI CALLAWAY		Auto approved by: 910518244	
	Approved	09/14/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/14/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/14/23	JOHN PAINE			
	Approved	09/14/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Woodie	Belk	woodie.belk@longlewis.net	256-386-7800
Woodie	Belk	woodie.belk@longlewis.net	256-386-7800

4 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/14/2022

End Date
6/14/2024

Documents

Items

- 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Master_Agreement_V1 (7).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1.pdf

Item Name	Product Code		UOM
Ford Escape	220000003123-1	31,289.50	Each
Ford Bronco Sport	220000003123-2	35,371.50	Each
Ford Edge	220000003123-4	34,658.50	Each
Ford Expedition	220000003123-5	47,072.50	Each
Ford Transit Connect Passenger Van	220000003123-7	30,101.50	Each
Ford Transit Passenger 15 Van	220000003123-9	45,477.25	Each
Ford Transit Cargo Van	220000003123-11	39,220.25	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Model 1 Commercial Vehicles Inc for 22ft Starcraft 12-passenger bus with wheelchair lift for MPRD.
Fleet Capital.

Amount of Contract:

$129,207.02

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230914 Commercial Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14254	2023	(2050) FLEET MANAGEMENT GARAGE	22FT STARCRAFT 12-PASSENGER BUS WITH WHEELCHAIR LIFT FOR MPRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$129,207.02	(00000) MODEL 1 COMMERCIAL VEHICLES, INC DBA CREATIVE BUS SALES, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014254-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor

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
08/22/23	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2023 OR NEWER STARCRAFT ALLSTAR 22' 12 PASSENGER W/2 WHEELCHAIR AS PER HGAC CONTRACT BT01-21 STARCRAFT MODEL BT21ZCB AS PER QUOTE BASED ON BT01-21 DATED 8-16-2023 DELIVERED TO THE CITY OF MOBILE	1.00 EACH	129207.02000	129207.02

Additional Description Notes

2023 OR NEWER STARCRAFT ALLSTAR 22' 12 PASSENGER W/2 WHEELCHAIR E450
REQUESTED BY PARKS-OPERATIONS

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02025 .VEHICLEEXP. . 129207.02

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 129207.02

Bill To	Requisition 00014254-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor

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
08/22/23	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E MP02025 .VEHICLEEXP. .		129207.02	234398.10
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		129207.02	53731.80
	MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
Approved	08/23/23	CHARLES SUMRALL	Approve Spec
Approved	08/24/23	SHONNDA SMITH	
Approved	08/24/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/24/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/24/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/14/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/14/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/14/23	JOHN PAINE	
Approved	09/14/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

HGACBuy (/)
THE SMART PURCHASING SOLUTION

Product Information

Product Description

22' Allstar 12 Passenger w/2-Wheelchair, E-450

Manufacturer

Starcraft Bus

Product Code

BT21ZCB

Contract

BT01-21 Buses - Shuttles, Transits, Trams, & Other Specialty Buses

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

$117,727.00

Price Unit

Each

Keyword(s)

Allstar

View Catalog (/media/hgacbuy/catalogs/BT01-21/Creative-Bus-Sales.zi

Vendors Offering This Product

Creative Bus Sales, Inc. - BT01-21

Jason Roy
jasonr@creativebussales.com (mailto:jasonr@creativebussales.com)
Phone: 469-333-8909 x 660
Fax: 469-333-8918

Contact HGACBuy

Cristal Williams
Cristal.Williams@h-gac.com (mailto:Cristal.Williams@h-gac.com)
Phone: 832-681-2632
Fax: 713-993-4548

Return to Products & Services (/products-and-services)

View This Contract (/products-and-services/view-contract?contractid=115

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

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

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, 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.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached contract between the City of Mobile and JAGET, Inc. (DBA Wetland Resources Environmental Consulting) is for invasive exotic species control of the two parcels identified in Exhibit 2 of the contract, approximately 75-acres. These parcels include Arlington Park and the north portion of the Brookley by the Bay Park that is under conversation easement with an existing habitat management plan. Services include systematically examining for the presence of non-native plant species and applying appropriate means to eliminate or control them. Eliminating and control methods include hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application. These services are provided for a contract sum of $22,500.00.

Amount of Contract:

$22,500

Effective Date of Contract:

9/19/2023

Funding Source

Project # Invasive Species Control from Arlington to Brookley By the Bay 2023-2045-11 **Discretionary Funds** N/A

Project String C0660 **Contract Number:**4633

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	9/13/2023
Resolution	Resolution Letter	9/13/2023
Contract	Backup Material	9/13/2023

Capital Sheet Backup Material 9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	9/13/2023 - 4:23 PM
Capital	Rhodes, Brenda	Approved	9/14/2023 - 12:46 PM
Legal	Kern, Chris	Approved	9/14/2023 - 1:38 PM
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 PM

September 13, 2023

Dear Councilmembers:

The attached contract between the City of Mobile and JAGET, Inc. (DBA Wetland Resources Environmental Consulting) is for invasive exotic species control of the two parcels identified in Exhibit 2 of the contract, approximately 75-acres. These parcels include Arlington Park and the north portion of the Brookley by the Bay Park that is under conversation easement with an existing habitat management plan. Services include systematically examining for the presence of non-native plant species and applying appropriate means to eliminate or control them. Eliminating and control methods include hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application. These services are provided for a contract sum of $22,500.00.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and JAGET, for work as outlined in the contract 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:	JAGET, Inc.
Project Name:	Invasive Species Control from Arlington to Brookley by the Bay
Project Number:	2023-2045-11
Amount:	$22,500.00

_____

City Clerk

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____,

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: JAGET, Inc., DBA Wetland Resources Environmental
11100 Lawrence Road Ext.
Fairhope, AL 36532

For the following Project: Invasive Exotic Plant Control from Arlington Park to Brookley by the Bay

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of invasive exotic plant control for the two parcels identified in Exhibit 2, approximately 75-acres, for a contract sum of **Twenty-two Thousand Five Hundred and 00/100 Dollars.**

1.2 The Consultant's services shall be provided for a lump sum of **Twenty-two Thousand Five Hundred and 00/100 Dollars.**

1.3 The Consultant's services shall be as stated in the attached Proposals for **Invasive Exotic Plant Control, Wetlands Preservation Lands, North Parcel** and **Invasive Exotic Plant Control, Arlington Park,** as accepted by the City of Mobile, and dated July 3, 2023. Consultant shall provide invoice at completion.

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

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is Jennifer Greene, Director of Programs and Project Management or the Director's designated representative.

2.2 CONSULTANT IN CHARGE

Individual:	Gena Todia
Firm Name:	JAGET, Inc.
Address:	11100 Lawrence Road Ext.
	Fairhope, AL 36532
Phone:	251-928-6157

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall deliver the Work complete in a Hard Copy Format and Electronic Format Copy, within **Twenty-one (21) business days** from completion of services.

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

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

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

3.5 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

3.6 Payment will be made to the Consultant upon completion of the Work, as specified in the Proposal.

4.0 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a 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 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.

5.0 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.

6.0 CONTRACT DOCUMENTS

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

1. Consultant Proposal, dated July 3, 2023 – 2 Pages
2. This Instrument (Agreement) – 7 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

6.2 This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

7.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

8.0 BREACH OF CONTRACT

In the event of any breach or apparent breach by CONSULTANT of any of its obligations under the terms of this agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Consultant agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this agreement; regardless of whether said attorney's fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

9.0 ANTI-DISCRIMINATION

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.

10.0 TERMINATION OF CONTRACT

The City or CONSULTANT may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the CONSULTANT on this form. Notice to the City shall be addressed to the City address provided on this form. The City shall not be liable for payment to the CONSULTANT for lost profit or damages as the result of its termination of this contract.

11.0 SEVERABILTY CLAUSE

In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceableability shall not affect any other provisions of the 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 the agreement so as to effect the original intent of the parties as closely as possible so the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

12.0 ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of the right or remedy.

13.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONSULTANT's choosing in the review of the agreement, that he, or she, has been advised by the City to do so, that CONSULTANT is fully aware of the contents of the agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for the agreement and the CONSULTANT enters into the agreement freely, without duress or coercion, and based on the CONSULTANT's own judgement and wishes and not in reliance upan any representation or promise made by the City, other that those contained herein. The CONSULTANT further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of the agreement.

14.0 NO THIRD-PARTY BENEFIT

CONSULTANT and the City enter the agreement for their mutual benefit and not for the benefit of any third parties.

15.0 IMMIGRATION LAW

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

16.0 MISCELLANEOUS:

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.

16.2 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

16.3 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

16.4 The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

16.5 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

16.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Jennifer Greene Director of Programs and Project Management
City of Mobile 2nd Floor
Post Office Box 1827
Mobile, AL 36633-1827

Consultant:
JAGET, Inc. d/b/a Wetland Resources Environmental Consulting
11100 Lawrence Road Ext.
Fairhope, AL 36532

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

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

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

OWNER: City of Mobile	**CONSULTANT: JAGET, Inc.**
Signature	Signature Lena Todia
William S. Stimpson, Mayor	President

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 LAGENA TODIA as PRESIDENT of WETLAND RES. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of .
Sworn to and subscribed for me this 21ST day of AUGUST, 2023.

LAUREL B. FLEMING NOTARY PUBLIC MACON COUNTY, N.C. MY COMMISSION EXPIRES

Laurel B Fleming
NOTARY PUBLIC

My Commission Expires: 11/22/27

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. 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.

C. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. 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.

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).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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 10days for non-payment) prior written notice thereof to the City of Mobile.

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.

The following language shall be required on the Certificate of Insurance:
City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Profession Liability, which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all parties. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Exhibit 2: Project Location



July 3, 2023

Lance C. Slater, Project Manager
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Wetland Resources
ENVIRONMENTAL CONSULTING

Subject: Invasive Exotic Plant Control
Wetlands Preservation Lands, North Parcel

Dear Mr. Slater:

As requested, Wetland Resources is offering a proposal to provide professional services to the city of Mobile related to the 25.41-acre wetlands preservation lands, north parcel. There is a need to control invasive exotic plant species on these lands; therefore, the following services are proposed:

- Provide professional supervision and a labor crew of five workers to use various methods to remove, kill, and control invasive species that occur on park lands.
- This property will be systematically examined for the presence of non-native plant species and appropriate means will be used to eliminate or control them, including hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application.
- Chinese tallow trees and any other non-native tree species that are visible to the public will be cut down with a chainsaw and left on site for city workers to cut up and remove. Cut stumps will be treated with an appropriate herbicide formulation to prevent resprouting.
- Wetland Resources will provide all chemicals, tools, materials, and equipment needed to achieve this work.

It is estimated that the work can be achieved in approximately five days at an estimated cost of $15,000.00.

I appreciate the opportunity to work with the city on these important conservation and management efforts. If you have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

Gena Todia

Tel (251) 928-6157 • **Cell** (251) 402-6055 • **Mail** P.O. Box 2694 • Daphne, AL 36526

July 3, 2023

Lance C. Slater, Project Manager
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Wetland Resources
ENVIRONMENTAL CONSULTING

Subject: Invasive Exotic Plant Control
Arlington Park

Dear Mr. Slater:

As requested, Wetland Resources is offering a proposal to provide professional services to the city of Mobile related to the approximately 49-acre Arlington Park. There is a need to control invasive exotic plant species on park lands; therefore, the following services are proposed:

- Provide professional supervision and a labor crew of five workers to use various methods to remove, kill, and control invasive species that occur on park lands.
- Park grounds will be systematically examined for the presence of non-native plant species and appropriate means will be used to eliminate or control them, including hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application.
- Chinese tallow trees and any other non-native tree species that are visible to the public will be cut down with a chainsaw and left on site for city workers to cut up and remove. Cut stumps will be treated with an appropriate herbicide formulation to prevent resprouting.
- Wetland Resources will provide all chemicals, tools, materials, and equipment needed to achieve this work.

It is estimated that the work can be achieved in approximately three days at an estimated cost of $7,500.00.

I appreciate the opportunity to work with the city on these important conservation and management efforts. If you have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

Gena Todia

Tel (251) 928-6157 • **Cell** (251) 402-6055 • **Mail** P.O. Box 2694 • Daphne, AL 36526

JAGEINC-01 BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2023

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

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

PRODUCER	CONTACT NAME: Barbara Winton
Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No):
	E-MAIL ADDRESS: barbara@thomas-harrison.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AUTO-OWNERS INSURANCE	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Jaget, Inc.
11100 Lawrence Rd Ext.
Fairhope, AL 36532

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			38225321	4/11/2023	4/11/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Mobile
205 Government Street
2nd Floor - South Tower
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Maria A. Davison

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55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
a. You do not own;
b. Which is not registered in your name; or
c. Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.

Exclusions
With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
This coverage does not apply to:
a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
(a) That are, or are contained in any property that is:
1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
2) Otherwise in the course of transit by you or on your behalf; or
3) Being disposed of, stored, treated or processed into or upon the "auto";
(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

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Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:
- **(a)** Request, demand or order 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".

d. "Bodily injury" or "property damage" 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.

e. "Bodily injury" or "property damage" 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:
- **(1)** 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. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- **(2)** That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:
- **(1)** Property owned or being transported by, or rented or loaned to any insured; or
- **(2)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. **(1)** "Bodily injury" to:
- **(a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

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

(3) This exclusion does not apply to:
- **(a)** Liability assumed by the insured under an "insured contract".
- **(b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

a. Each of the following is an insured with respect to this coverage.
- **(1)** You.
- **(2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- **(3)** Your members if you are designated in the Declarations as a limited liability company.
- **(4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- **(5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

b. None of the following is an insured:
- **(1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- **(2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(a) Such person; or
(b) Any partner or "executive officer" of yours or a member of his or her household; or
(c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

(4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(1) Insureds;
(2) Claims made or "suits" brought; or
(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS**, **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
14. "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 occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage 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 **7. DAMAGE TO PREMISES RENTED TO YOU**, **b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or
c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **4. Other Insurance**, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "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.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following provision.

3. 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:

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;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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RANDY JONES & ASSOC INC
8600 US HIGHWAY 431
ALBERTVILLE, AL 35950-0153
1.2568783271

Auto Policy Binder

Lienholder (Leased Vehicle, Certificate of Insurance, Additional Interest Employer)

JAY C TODIA
11100 LAWRENCE ROAD EXT
FAIRHOPE, AL 36532-4942

Policy Number: 7701J 004036
Policy Holder: JAY C TODIA

Policy Effective Date: 08/22/2023
Policy Expiration Date: 02/12/2024

The undersigned company agrees to extend the following coverages as respects the described automobile for a period of 30 days from the effective date indicated, pending the issuance of an automobile insurance policy. This extension of insurance shall be in accordance with the terms of the company's auto insurance policies and manual of rates and classifications applicable in the state on the effective date of this agreement. This agreement may be canceled by the company by mailing written notice to the policyholder stating when in accordance with any statutes or policy terms such cancellation shall be effective.

Nationwide Mutual Insurance Company

	Vehicle 2 2020 TOYO TUNDRA CR 5TFDY5F12LX873803
Damage To Your Auto	
Other Than Collision(Comprehensive)	500 Deductible
Collision	500 Deductible
Property Damage	100,000
Bodily Injury	300/300
Medical Payments	1,000
Uninsured Motorists Bodily Injury	300/300
Rental Reimbursement	30/900
Custom Equipment	3,000
GAP Coverage	Not Applicable
New Car Replacement Plus	Not Applicable
Policy Coverages	
Identity Theft	Not Chosen
Accident Forgiveness Feature	Included
Minor Violation Forgiveness Feature	Included
Vanishing Deductible Feature	Not Chosen
Total Loss Deductible Waiver Feature	Not Chosen
Roadside Assistance	BASIC

Additional Insured Organization
City Of Mobile
205 Government Street
2nd Floor South Tower
Mobile, AL 36602-0001

Additional Insured Organization
ALABAMA STATE PORT AUTHORITY
PO BOX 1588
MOBILE, AL 36633-1588

RANDY JONES & ASSOC INC
8600 US HIGHWAY 431
ALBERTVILLE, AL 35950-0153

Date: 08/22/2023

For questions about your policy, call your Nationwide Agent,
RANDY JONES & ASSOC INC at
1.2568783271

Nationwide®
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Your Revised Policy

Your bill is sent separately.
Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Mr. Jay C Todia
11100 Lawrence Road
Ext
Fairhope, AL
36532-4942

1115700207801 8

What's enclosed

- ✓ **Declarations** - These pages show **your coverages** under this policy. Carefully review these details and see **How to Contact Us** below if you have questions or want to make changes.
- ✓ **Insurance Documents** - Please keep these documents for future reference.

How to Contact Us

Your Nationwide Agent	**Randy Jones & Assoc Inc 1.256.878.3271**
Customer Service	**1.256.878.3271**
Internet	**Nationwide.com**
24-Hour Claims Reporting	**1.800.421.3535**
Hearing Impaired (TTY)	**1.800.622.2421**

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Important Reminders from Nationwide

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Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Policyholder (Named Insured):
Mr. Jay C Todia
11100 Lawrence Road
Ext
Fairhope, AL
36532-4942

Keep these Declarations for your records.

1115700207802S

General Policy Information

Issued: August 23, 2023
These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Period: August 22, 2023 - February 12, 2024 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

IMPORTANT MESSAGES:

The state of Alabama requires the following language to appear on these Declarations: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Changes Made to Your Policy

Effective August 22, 2023
2020 TOYO TUNDRA CR
Added Additional Interest
2015 TOYO 4 RUNNER
Added Additional Interest

Premium Summary and Other Charges

2020 Toyota Tundra Cr	$	586.38
2015 Toyota 4 Runner	$	348.63
Total For Policy Coverages	$	11.00
Total Policy Premium	**$**	**946.01**

Continued on the next page

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Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

For coverage definitions and descriptions, visit Nationwide.com

How You Saved on this Policy with Nationwide

- Multi Car
- Accident Free
- Paid IN Full
- New Vehicle
- Affinity
- Passive Restraint
- Home & Car

Thank you for being a long-term customer.

Rated Driver(s)

Name	Date of Birth	Marital Status
Jay C Todia	08/11/70	Married
Lagena C Todia	10/22/62	Married

Insured Vehicle(s) and Schedule of Coverages

2020 Toyo Tundra Cr

VIN 5TFDY5F12LX873803

Coverages	Limits of Liability	Premium
Bodily Injury Liability	$ 300,000 Each Person $ 300,000 Each Occurrence	$ 196.74
Property Damage Liability	$ 100,000 Each Occurrence	$ 63.35
Medical Payments	$ 1,000 Each Person	$ 2.93
Uninsured Motorists Bodily Injury	$ 300,000 Each Person $ 300,000 Each Occurrence See Endorsement	$ 91.37
Damage To Your Auto Other Than Collision (Comprehensive)	Actual Cash Value Less $ 500	$ 45.20
Collision	Actual Cash Value Less $ 500	$ 167.79
Custom Equipment	$ 3,000	Included
Rental Reimbursement	$ 30 Per Day $ 900 Per Accident See Endorsement	$ 19.00
Loyalty Rewards Pet Injury Collision Coverage Car Key Replacement Coverage	See Endorsement	Included
Loss Payee - Carmax Business Services, LLC	Lien Expires On Mar 26, 2028	
Additional Insured	Alabama State Port Authority	
Additional Insured	City Of Mobile	
Additional Insured	South Alabama Land Trust See Endorsement	
	Total for this Vehicle	$ 586.38

Continued on the next page

Nationwide® is on your side

Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Insured Vehicle(s) and Schedule of Coverages (continued)

2015 Toyo 4 Runner

VIN JTEBU5JR0F5233312

Coverages	Limits of Liability	Premium
Bodily Injury Liability	$ 300,000 Each Person $ 300,000 Each Occurrence	$ 68.82
Property Damage Liability	$ 100,000 Each Occurrence	$ 45.57
Medical Payments	$ 1,000 Each Person	$ 2.95
Uninsured Motorists Bodily Injury	$ 300,000 Each Person $ 300,000 Each Occurrence See Endorsement	$ 64.09
Damage To Your Auto Other Than Collision (Comprehensive)	Actual Cash Value Less $ 500	$ 39.38
Collision	Actual Cash Value Less $ 500	$ 108.82
Custom Equipment	$ 3,000	Included
Rental Reimbursement	$ 30 Per Day $ 900 Per Accident See Endorsement	$ 19.00
Loyalty Rewards Pet Injury Collision Coverage Car Key Replacement Coverage	See Endorsement	Included
Garaged At - 11100 Lawrence Road Ext	Fairhope, AL 36532-4942	
Additional Insured Additional Insured Additional Insured	Alabama State Port Authority City Of Mobile South Alabama Land Trust See Endorsement	
	Total for this Vehicle	$ 348.63

Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Roadside Assistance Basic	Disablement Up To 15 Miles $100 Lockout See Endorsement	$ 11.00
Accident Forgiveness Feature Currently Eligible To Use		Included
Minor Violation Forgiveness Feature Currently Eligible To Use		Included
	Total for Policy Coverages	$ 11.00

1115700207803 2

Continued on the next page

Nationwide®
is on your side

Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Policy Form and Endorsements

A 4500 07 16	Your Nationwide Auto Policy
A 4568 07 16	Roadside Assistance Coverage
A 4574 07 16	Rental Reimbursement/Transportation Expenses - Rental Days Plus
A 4579 07 16	Loyalty Rewards
A 4624 07 16	Additional Insured
A 5001 07 16	Special Provisions - Alabama
A 5101 01 23	Uninsured Motorists Coverage - Alabama
G 3014 01 23	Mutual Policy Conditions

For Office Use Only:
07/24/23 $ 0.00 Terr: 007

Issued By: Nationwide Mutual Insurance Company

How to Contact Us

Your Nationwide Agent	**Randy Jones & Assoc Inc 1.256.878.3271**
Customer Service	**1.256.878.3271**
Internet	**Nationwide.com**
24-Hour Claims Reporting	**1.800.421.3535**
Hearing Impaired (TTY)	**1.800.622.2421**

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Invasive Species Control from Arlington to Brookley by the Bay

CAPITAL PROJECT # C0660 **DATE OF RECEIPT** 9/13/2023

DEPT. PROJECT # 2023-2045-11

PROJECT DESCRIPTION Invasive exotic plant control for appro. 75-acres

CONTRACT AMOUNT $ 22,500.00

VENDOR NAME JAGET Inc. DBA Wetland Resources

VENDOR NUMBER 296915

DEPT # 2045 **DEPT NAME** Programs and Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N 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: Janice Slater **Date** 9/13/2023

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council Member - B. Reynolds - District 4

Purpose and Scope of Project:

Nuisance Abatement - Demolition of Structure - 4400 Government Blvd.

Amount of Contract:

51,000.00

Effective Date of Contract:

9/19/2023

Funding Source

Project # Nuisance Abatement - Demolition of Structure - 4400 Government Blvd. - ME-007-23

Discretionary Funds N/A

Project String N/A

Contract Number:4624

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
CAPITAL CONTRACT SUMMARY SHEET	Backup Material	9/11/2023
Nuisance Abatement Demolition of Structure Contract - 4400 Government Blvd	Backup Material	9/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	9/11/2023 - 4:50 PM

Legal	Kern, Chris	Approved	9/14/2023 - 10:13 AM
Legal	Kern, Chris	Approved	9/14/2023 - 10:13 AM
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Nuisance Abatement - Demolition of Structure

CAPITAL PROJECT # CO111 **DATE OF RECEIPT** _____

DEPT. PROJECT # ME-007-23

PROJECT DESCRIPTION To demolish and remove structure at 4400 Government Boulevard.

CONTRACT AMOUNT $ 51,000.00

VENDOR NAME Complete Demolition Services LLC

VENDOR NUMBER 296593

DEPT # 5510 **DEPT NAME** Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Amy Jackson **Date** 9/11/23

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

Councilmember: C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: Complete Demolition Services LLC

Project Name: Nuisance Abatement – Demolition of Structure
4400 Government Boulevard

Project Number: ME-007-23

Amount: $51,000.00

Adopted:

_____

City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **COMPLETE DEMOLITION SERVICES LLC**
419 B Castleman Road
Carrollton, GA 30116

City Business License No.: 115267

For the following Project: **Nuisance Abatement - Demolition of Structure**

4400 GOVERNMENT BLVD
MOBILE, ALABAMA 36693
PROJECT NUMBER: ME-007-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Exhibit "A"- Scope of Work, which is attached hereto and is hereby incorporated as a part of this Agreement. The Contract amount for demolition of **PROJECT LOCATION: 4400 GOVERNMENT BLVD located in Mobile, Alabama, Total Contract sum AMOUNT is Fifty One Thousand Dollars and No Cents ($51,000.00)**

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 OWNER'S REPRESENTATIVE

The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Director of Municipal Enforcement Department or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Work shall commence within **ten (10)** business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Close-out documents and Invoices for completed Work within **sixty (60)** calendar days from the date of the written Notice to Proceed.

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

3.3 This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 A time charge equal to two hundred fifty 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 close out requirements are not acceptably submitted for more than fifteen (15) calendar days after the time 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.

3.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Deputy Director
Municipal Enforcement Department
Western Admin Complex
4851 Museum Drive
Mobile, AL 36608

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Complete Demolition Services LLC
419 B Castleman Road, Carrollton, GA 30116

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

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $1,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $1,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $1,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured.** Coverage for City of Mobile and their officers, directors and employees as additional insureds shall

be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

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

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

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

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

CANCELLATION

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

WAIVER OF SUBROGATION

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

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

POLLUTION LEGAL LIABILITY

Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $1,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three- year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project basis. Pollution Legal Liability coverage shall be without asbestos exclusion.

3.8 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

3.10 This Agreement shall be governed by the laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

3.11 Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

3.12 Contractor, in the performance of its operations and obligations hereunder, shall not be or 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.

4.0 BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:

4.1 The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

4.2 A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

5.0 METHOD OF PAYMENT

Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

6.0 TERMINATION OF CONTRACT

The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Deputy Director, Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608. 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.

7.0 PROOF OF ADVERTISEMENT OF COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the Project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement 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, **COMPLETE DEMOLITION SERVICES LLC**, has completed the contract for Nuisance Abatement-Demolition of Structure, Location of Address **4400 GOVERNMENT BLVD.; ME-007-23** in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608.

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

8.0 NONDISCRIMINATION

Contractor 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, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9.0 CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Bid dated, August 23, 2023
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

10.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

11.0 IMMIGRATION LAW

By signing this Agreement, Contractor 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, Contractor 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 Contractor employs one or more employees within the State of Alabama, Contactor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

12.0 SEVERABILITY CLAUSE

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

13.0 ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

14.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

15.0 ANTI-BOYCOTT

By signing this Agreement, Contractor 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.

16.0 AUTHORITY TO EXECUTE AGREEMENT

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

17.0 NO THIRD-PARTY BENEFIT

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

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

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

CONTRACTOR:

James Morehead/Agent/
Signature / Title

Complete Demolition Services LLC

(Corporate Seal Applied)

ATTEST:

_____
City Clerk

EXHIBIT A

SCOPE OF WORK - INDEX

NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE
4400 GOVERNMENT BLVD, MOBILE, ALABAMA
PROJECT NUMBER: ME-007-23

Scope of Work: Provide a full ***"Wet Demolition"*** in removing the structure including all contents inside and as described in the attached general notes and specifications provided, including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lot by removing all debris resulting from the demolition of structure and all debris as designated in piles, scattered or otherwise on the site. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, application and certification for payment and required close-out documents.

END OF SCOPE OF WORK

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NAME: **Nuisance Abatement – Demolition of Structure**

PROJECT LOCATION: **4400 Government Blvd.**
Mobile, Alabama 36693

PROJECT NO.: **ME-007-23**

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Municipal Enforcement dated **August 23, 2023**; and all Addendum (a) Number(s)1-8-14-23, _____, dated 8-14-23, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Municipal Enforcement for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: Complete Demolition Services,LLC

ADDRESS: 419B Castleman Rd., Carrollton Ga. 30116 **PHONE** 770-830-9996

ALABAMA GENERAL CONTRACTOR LICENSE NO. 49722

CITY OF MOBILE BUSINESS LICENSE NO. 115267

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-027-393

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. 000-027-393

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] (A Corporation) [ ] (A Partnership [ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) days from the date of the Notice to Proceed.

- **Bid shall include all applicable sales and use taxes.**
- **Bid shall be provided in whole dollar amount with no cents.**

Total Base Bid: $ 51,000.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Fifty One Thousand Dollars
(Amount in Words) Dollars, ($ 51,000.00) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

By signing this contract, Complete Demolition Services, LLC **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.**

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: A. Contractor 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, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If

Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Complete Demolition Services, LLC
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: James Morehead
(Printed or Typed)

TITLE Agent/Owner **DATE** 8-21-23, **2023**
(Printed or Typed)

Sworn to and subscribed before me this 21 day of August 2023

_____
Notary Public

MANUELA KRAUS NOTARY PUBLIC CARROLL COUNTY, GEORGIA

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

END OF BID FORM

Bond Number: 5004149
Executed In Four (4) Counterparts

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, **Complete Demolition Services LLC,** hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633,** hereinafter called the Owner, in the penal sum of **Fifty One Thousand Dollars and 00/100 Dollars ($51,000.00)** 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 _____, 2023, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Nuisance Abatement – Demolition of Structure, 4400 Government Blvd; ME-007-23,** a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 25 day of August, 2023.

CONTRACTOR AS PRINCIPAL
Company: Complete Demolition Services, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: James Morehead/Agent

SURETY
Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Edward Mooney, Attorney-In-Fact

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Resident Agent: _____
(Signature)
Name and Title: Rebecca E. Howard, AL Agent
Address: 1 Concourse Parkway NE, Suite 700
Atlanta, GA 30328
Phone and Fax: 470-428-9793

Owner's Representative: James Roberts, Senior Director
Neighborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Edward Mooney; Rebecca E. Howard; Sarah Hancock; Annette Wisong;
Joseph Williams; Tiffany Soto; Linda Adams Roberts

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

Bond Number: 5004149
Executed In Four (4) Counterparts

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, **Complete Demolition Services LLC**, as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum **Fifty One Thousand Dollars and 00/100 Dollars ($51,000.00)** 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 _____, 2023, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete **Nuisance Abatement – Demolition of Structure, 4400 Government Blvd; ME-007-23,** which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
(b) The Principal and Surety hereby designate and appoint Edward Mooney **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 25 day of August, 2023.

CONTRACTOR AS PRINCIPAL
Company: Complete Demolition Services, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: James Morehead/Agent

SURETY
Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Edward Mooney, Attorney-In-Fact

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Resident Agent: Rebecca E. Howard
(Signature)
Name and Title: Rebecca E. Howard, AL Agent
Address: 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328
Phone and Fax: 470-428-9793

Owner's Representative: James Roberts, Senior Director
Neighborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Edward Mooney; Rebecca E. Howard; Sarah Hancock; Annette Wisong;
Joseph Williams; Tiffany Soto; Linda Adams Roberts

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2023

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

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

PRODUCER	CONTACT NAME: Carrie Hyatt
Marsh & McLennan Agency LLC 150 Tom Reeve Dr, Suite B Carrollton GA 30117	PHONE (A/C, No, Ext): 770-214-3626 FAX (A/C, No): E-MAIL ADDRESS: Carrie.Hyatt@MatshMMA.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Complete Demolition Services, LLC P.O. Box 176 Carrollton GA 30112	INSURER A: The Hanover Atlantic Insurance Co LTD	55555
	INSURER B: Clear Blue Insurance Company	28860
	INSURER C: StarStone Specialty Insurance Company	44776
	INSURER D: BrickStreet Mutual Insurance Company	12372
	INSURER E: Aspen American Insurance Company	43460
	INSURER F: Evanston Insurance Company	35378

COVERAGES **CERTIFICATE NUMBER:** 861327322 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	L3AJ47953700	7/23/2023	7/23/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	AQ1YGA00013000	7/23/2023	7/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	73764U230ALI	7/23/2023	7/23/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCB1038004	7/23/2023	7/23/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E F	LEASED/RENTED EQUIP POLLUTION/PROFES LIAB	X	X	IM00X0723 MMAENV003835	7/23/2023 7/23/2023	7/23/2024 7/23/2024	$700,000 $2,000,000	$10,000 DED $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(GL) Additional Insured-Owners, Lessees or Contractors-Person or Organization Per Form CG2010 12 19
(GL) Additional Insured-Owners, Lessees or Contractors-Completed Operations Per Form CG2037 12 19
(GL) Additional Insured-Primary and Non-Contributory Per Form CG 20 01 04 13
(GL) Blanket Waiver of Subrogation Per Form CG 2404 05 09
(GL) Designated Construction Project(s) General Aggregate Limit Per Form CG 25 03 0509
(Auto) Blanket Additional Insured Per Form #Q ADLIN_B 08 14
(Auto) Blanket Waiver of Subrogation Per Form #Q WAIVER-B 08 14
(WC) Waiver of Subrogation Per Form WC 00 03 13 04 84
Job: Demolition of Structure - 4400 Government Blvd ME-007-23

CERTIFICATE HOLDER

City of Mobile
P. O. 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

PETER J. KRAUSE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured 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.

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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.

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C. 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization(s) that leases equipment to you where you have agreed in writing in a contract or agreement that such lessor shall be an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement subject to the applicable Limits of Insurance shown in the Declarations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only 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).

However:

1. The insurance afforded to such additional insured 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.

B. 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.

C. 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured 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.

B. 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.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
AL	Any party with whom the insured agrees to waive subrogation in a written contract.
TN	Any party with whom the insured agrees to waive subrogation in a written contract.
GA	Any party with whom the insured agrees to waive subrogation in a written contract.
SC	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: Policy Number: Endorsement No.:

Insured Name: Premium:

Insurance Company:

Countersigned by

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): *"PROJECTS WITH WRITTEN CONTRACTS EXECUTED PRIOR TO THE START OF THE PROJECT"*
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

Additional Insured - Lessor of Leased Equipment	Included
Additional Insured - Managers or Lessors or Premises	Included
Additional Insured - Mortgagee, Assignee or Receiver	Included
Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision	Included
Aggregate Limit per Location with Total Policy General Aggregate Limit	$5,000,000
Blanket Waiver of Subrogation	Included
Liberalization Clause	Included
Personal Injury – Broad Form	Included
Primary and Non-Contributory – Other Insurance – When required in written contract or agreement	Included
Property Damage Legal Liability – Broad Form Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$300,000
Supplementary Payments Increased Limits	
Bail Bonds	$2,500
Loss of Earnings	$500/day
Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

A. Additional Insured

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Lessor of Leased Equipment

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only 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).

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

(3) A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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b. 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.

c. A person's or organization's status as an additional insured under this endorsement ends when their contract, agreement or permit with you for such leased equipment ends.

d. This provision does not apply to any lessor of equipment included as an insured by another endorsement issued by us and made part of this Coverage Part.

2. **Managers or Lessors or Premises**

a. Any managers or lessors of premises you rent, lease or occupy, but only 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 and 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 additional insured person(s) or organization(s).

However:

(3) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(4) 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.

b. This provision does not apply to any manager or lessor of premises included as an insured by another endorsement issued by us and made part of this Coverage Part.

3. **Mortgagee, Assignee or Receiver**

a. Any mortgagees, assignees or receivers, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the insured premises by you.

However:

(1) The insurance afforded to such additional insured 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.

b. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

c. The insurance afforded to such additional insured described above does not apply if the liability is otherwise excluded from coverage under this Coverage Part, including any endorsements.

d. A person's or organization's status as an additional insured under this endorsement ends when their contract, agreement or permit with you as a mortgagee, assignee or receiver ends.

e. This insurance does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

4. **State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

a. Any state or governmental agency, or subdivision or political subdivision, subject to the following provision:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

(2) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(3) 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

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required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(3) "Bodily injury", "property damage" or "personal and advertising injury" which is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto; or

(4) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

c. A person's or organization's status as an additional insured under this endorsement ends when their written contract, written agreement or permit with you ends.

5. With respect to the insurance afforded to the additional insureds described in paragraphs **A.1.** through **A.4.** above, this insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 failure to render any professional services by or for you.

6. With respect to the insurance afforded to these additional insureds described in paragraphs **A.1.** through **A.4.** above, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a written contract, written agreement, or permit, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

B. Aggregate Limit per Location

1. **SECTION III – LIMITS OF INSURANCE,** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you, subject to the Total Policy General Aggregate.

2. The following is added to **SECTION III – LIMITS OF INSURANCE:**

Total Policy General Aggregate

Subject to Paragraph **1.** above, the Total Policy General Aggregate Limit is $5,000,00. The Total Policy General Aggregate Limit is the most we will pay for the sum of all damage because of "bodily injury", "property damage", and "personal and advertising injury" to which this insurance applies.

3. **The provisions of SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

4. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

C. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us:**

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 written 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.

D. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium during the policy period, the

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broadened coverage will immediately apply to this Coverage Part.

E. Personal Injury – Broad Form

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability** is deleted.
2. **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

   b. Malicious prosecution or abuse of process.
3. The following is added to **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury":

   "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured;

   (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

   (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.
4. The following is added to **SECTION V – DEFINITIONS**:

   "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.
5. This coverage does not apply if **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

F. Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other insurance:**

Primary and Non-Contributory

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.

G. Property Damage Legal Liability – Broad Form

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**
2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

   6. Subject to paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of:

   a. $300,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

   This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.
3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, paragraph **(1)(a)(ii)** is replaced by the following:

   (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

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4. **SECTION V – DEFINITIONS, 9.** "Insured contract", paragraph **a.** is replaced by the following:

   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, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

H. Supplementary Payments Increased Limits

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. 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.

I. Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At 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; or

(ii) At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, 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".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

Continuous Or Progressive Injury or Damage

This insurance does not apply to "bodily injury" "property damage" or "personal and advertising injury" which:

(1) First occurred, or is alleged to have first occurred prior to the inception of continuous coverage with us;

(2) Is caused by or alleged to have been caused by incremental, continuous or progressive damage arising from an "occurrence" or offense which first occurred, or is alleged to have first occurred, prior to the inception of continuous coverage with us;

(3) Is caused, or is alleged to have been caused, by the same condition which resulted in such actual or alleged "bodily injury", "property damage" or "personal and advertising injury" which first existed prior to the inception of continuous coverage with us.

This exclusion shall apply whether or not the insured's legal obligation to pay damages for "bodily injury", "property damage" or "personal and advertising injury" was established before the inception of continuous coverage with us.

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EXCLUSION – NEW RESIDENTIAL CONSTRUCTION WITH EXCEPTION FOR APARTMENT BUILDINGS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, and with respect to **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**, the following exclusion is added to **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to:

New Residential Construction

(1) "Bodily injury", "property damage", or "personal and advertising injury", arising out of or in any way related to "new residential construction" on any part of a "residential structure" by any insured or by anyone acting on behalf of any insured;

(2) "Bodily injury" or "property damage" included within "your work" or within the "products-completed operations hazard" arising out of or in any way related to "new residential construction", on any part of a "residential structure" including any part of any building, structure, development or project that is converted to a "residential structure" after construction operations are completed by any insured or anyone acting on behalf of any insured, regardless of whether the insured has knowledge of or performs the conversion;

(3) Paragraphs **(1)** and **(2)** above apply regardless of whether the "bodily injury", "property damage", or "personal and advertising injury" arises:

(a) Partially or exclusively from commercial or industrial space with respect to "mixed use buildings"; or

(b) Out of any claim against any insured, alleging negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

B. For purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Mixed use building" means any form of building or structure and improvements thereto which contain both residential living space and commercial or industrial space.

"Mixed use building" does not include buildings or structures that only contain multiple types of commercial or industrial space.

2. "New residential construction" means any construction activities occurring prior to a certificate of occupancy and the first instance of residential habitation in each "residential structure" including warranty work completed after issuance of a certificate of occupancy and habitation to correct alleged or actual problems with "your work" involving such "new residential construction" for which you or any contractors or subcontractors working on behalf of any insured are performing or have performed any operations.

Construction activities includes planning, design, specifications, site preparation, building, materials, and supervision or observation of construction.

3. "Residential structure" means any structure intended for human residency including, but not limited to, single or multifamily housing, condominium(s), cooperative(s), fractional ownership property, timeshare(s), townhouse(s), "mixed use building(s)" or planned unit development(s) and includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses, or any similar structures).

"Residential structure" does not include property to which title is not transferred to individually owned living areas, or property which is not, was not, or will not be used, occupied, listed or marketed to be sold as a "residential structure" such as an apartment building or buildings, hotel(s), motel(s), nursing

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home(s), assisted living facility or facilities, educational institution dormitory or dormitories, hospital(s), penal institution(s), or government or military housing.

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RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **q.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" 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.

B. Exclusion **p.** of Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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.

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 424902

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Complete Demolition Services, LLC
Company Facility Address	419B Castleman Road Carrollton, GA 30116
Company Alternate Address	P.O. Box 176 Carrollton, GA 30112
County or Parish	CARROLL
Employer Identification Number	274813582
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 424902

Approved by:

Employer Complete Demolition Services, LLC	
Name (Please Type or Print) James T Morehead	**Title**
Signature Electronically Signed	**Date** 06/21/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/21/2011

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To renovation restrooms at the Arthur R. Outlaw Convention Center

Amount of Contract:

$554,000.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Upper & Lower Restroom Renovations CN-021-23	**Discretionary Funds**
Project String C0805 Conv Ctr-Bathroom Upgrades (20002000-48010)	**Contract Number:**4628
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-021-23 Arthur R. Outlaw Convention Center - Upper & Lower Restroom Renovations	Cover Memo	9/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/13/2023 - 5:28 PM
Capital	Rhodes, Brenda	Approved	9/14/2023 - 8:57 AM
Legal	Kern, Chris	Approved	9/14/2023 - 10:30 AM

Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:24 PM

RESOLUTION

2023

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, 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:	INTEGRITY MAINTENANCE L.L.C.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – UPPER & LOWER RESTROOM RENOVATIONS
Project Number:	CN-021-23
Amount:	$554,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CONV CTR-BATHROOM UPGRADES

CAPITAL PROJECT #: C0805 (20002000-48010)

CONTRACT AMOUNT: $554,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-021-23

PROJECT DESCRIPTION: TO PERFORM RENOVATIONS AT THE UPPER & LOWER RESTROOMS AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 S WATER ST).

VENDOR NAME: INTEGRITY MAINTENANCE L.L.C.

VENDOR NUMBER: 295931

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% ___ 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: Katie Cassil – Secretary III **Date:** 9/05/2023

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 L.L.C.
410 Highway 43 South, Suite F-111
Saraland, Alabama 36571

City of Mobile Business License Number: 114046
Secretary of State Registration Number: 000-544-181

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

Arthur R. Outlaw Convention Center - Upper & Lower Restroom Renovations
1 South Water Street
Mobile, Alabama 36602
CN-021-23

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

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

The Owner and Contractor agree as follows.

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

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

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

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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 (See attachment Exhibit A).

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 ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Fifty-Four Thousand and 00/100 Dollars ($554,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$544,000.00
Contingency Allowance:	$ 10,000.00
Total Bid:	$554,000.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)
Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

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

Item	Units and Limitations	Price per Unit ($0.00)
1.		

§ 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

(Paragraphs deleted)
§ 5.1.7.3 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.

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

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

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

.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 L.L.C. has completed the contract CN-021-23 for Arthur R. Outlaw Convention Center - Upper& Lower Restroom Renovations, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jason Carter, President
Integrity Maintenance L.L.C.
410 Highway 43 South, Suite F-111
Saraland, Alabama 36571
Telephone: (251) 866-6317
Email: 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.

.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 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

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

.4 Such comprehensive policy shall include the following:

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

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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

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

.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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.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.

.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.

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection

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with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year 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

.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
Sheet T	Drawings Index	May 26,2023
Sheet A 1.1	Overall Plan- Upper Concourse	May 26,2023
Sheet A 1.2	Overall Plan- Lower Concourse	May 26,2023
Sheet A 1.3	Upper Level Plans- Demolition	May 26,2023
Sheet A 1.4	Lower Level Plans – Demolition	May 26,2023
Sheet A 1.5	Upper Level Plans – New Work	May 26,2023
Sheet A 1.6	Lower Level Plans- New Work	May 26,2023
Sheet A 2.1	Interior Elevations	May 26,2023
Sheet A 2.2	Interior Elevations	May 26,2023
Sheet A 2.3	Interior Elevations	May 26,2023
Sheet A 3.1	Finish Schedule and Details	May 26,2023
Sheet P 1.0	Plumbing Schedules, Notes and Details	May 26,2023
Sheet P 2.0	Plumbing Demolition Plan	May 26,2023
Sheet P 3.0	Plumbing Plan	May 26,2023
Sheet M1.0	HVAC Plan	May 26,2023
Sheet E-1	Electrical Legend and Specifications	May 26,2023
Sheet E-2	Overall Upper Floor Plan Electrical Plan	May 26,2023
Sheet E-3	Overall Lower Floor Plan Electrical Plan	May 26,2023
Sheet E-4	Enlarged Demolition Electrical Plan	May 26,2023
Sheet E-5	Enlarged New Work Lighting Plan	May 26,2023
Sheet E-6	Enlarged New Work Power Plan	May 26,2023
Sheet E-7	Electrical Details and Schedules	May 26,2023

.4 Specifications

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Section	Title	Date
Section 012100	Allowances	June 21, 2023
Section 01010	Summary of Work	June 21, 2023
Section 01310	Project Management and Coordination	June 21, 2023
Section 01320	Construction Progress Documentation	June 21, 2023
Section 01635	Substitution Procedures	June 21, 2023
Section 01700	Execution Requirements	June 21, 2023
Section 01710	Close Out Procedures	June 21, 2023
Section 09260	Gypsum Wall Board Systems	June 21, 2023
Section 09912	Interior Painting	June 21, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	July 21, 2023
Addendum #2	July 27, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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
	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-

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User Notes:

§ 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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All 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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User Notes: (1883522868)

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Integrity Maintenance L.L.C.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

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

Jason Carter, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as President of _____ 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 _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

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User Notes:

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

City of Mobile	Legal Name of Party to Contract: Contractor: Integrity Maintenance L.L.C.
	Jason Carter
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor	Jason Carter, President
	(Printed name and title)
~~**OWNER** *(Signature)*~~	
(Printed name and title)	

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 Jason Carter as President 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 28th day of August, 2023.

Odetta Woods Stutts
NOTARY PUBLIC
My Commission Expires: March 2, 2026

ODETTA WOODS STUTTS NOTARY PUBLIC STATE OF ALABAMA

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 11:50:30 ET on 08/22/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
(1883522868)
User Notes:

Summary of Work

The project shall consist of, but not limited to, the following in both the men's and women's restrooms on the Upper and Lower Concourse of the Arthur R, Outlaw Convention Center: Demolition of existing lavatories, toilet partitions, light fixtures, and restroom equipment. Providing and installing new hard wall tile over existing wall tile, schulter cove trim at floor to wall transition, lavatories, restroom equipment, light fixtures, and restroom equipment. Installing new toilets and urinals. Existing ceiling to remain.

SECTION 00410

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: CN-021-23

PROJECT NAME: Arthur R. Outlaw Convention Center – Upper and Lower Concourse Restroom Renovation

PROJECT LOCATION: One South Water Street, Mobile, Alabama 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated June 21, 2023; and all Addendum (a) Number(s) 1 & 2, dated 7/21/2023 & 7/27/2023, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Integrity Maintenance L.L.C.

ADDRESS: 410 Hwy 43 S. Suite F-111, Saraland AL. 36571 **PHONE** 251-391-9073

ALABAMA GENERAL CONTRACTOR LICENSE NO. AL. GC# 54240

CITY OF MOBILE BUSINESS LICENSE NO. 114046

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] (A Corporation)

[ ] (A Partnership)

[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and

regulations for the sum listed below. The initial term of the Contract shall extend for ninety (90) days from the date of the Notice to Proceed.

Base Bid: $ 544,000.00

Contingency Allowance: + $10,000.00

Total Base Bid: $ 554,000.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: five hundred fifty four thousand dollars and zero cents

(Amount in Words) Dollars, ($ 554,000.00 (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern)

CONTINGENCY ALLOWANCE: $10,000 lump sum Allowance shall be included in the Total Allowance for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Integrity Maintenance L.L.C.
(Printed or Typed)

BY: Jason Carter
(Signature of Company Officer)

COMPANY OFFICER: Jason Carter
(Printed or Typed)

TITLE President **DATE** August 1st, **2023**
(Printed or Typed)

Sworn to and subscribed before me this 1st day of August 2023

Odetta Woods Stutts
Notary Public



END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00410
SALES TAX FORM C-3A

To: City of Mobile **Date:** 7/31/2023

Name of Project: ARTHUR R. OUTLAW CONVENTION CENTER – UPPER AND LOWER CONCOURSE RESTROOM RENOVATIONS

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 22,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Jason Carter/ Integrity Maintenance L.L.C.

Mailing Address 410 Hwy 43 S. Suite F-111, Saraland AL. 36571

***By (Legal Signature)** Jason Carter

*Name (type or print) Jason Carter (Seal)

*Title President

Telephone Number 251-391-9073

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Integrity Maintenance L.L.C.
Address	410 Hwy 43 S. Suite F-111, Saraland AL. 36571
Telephone	251-391-9073
E-Mail	integritym.17@gmail.com

RFP/RFQ Solicitation Number	CN-021-23
Project Description	Convention Center Restroon Renovations
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male ✓ Female _____ Minority ✓ Non-minority _____ Vets _____ Total #of Employees 3

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter

Signature: Jason Carter Date: 7/31/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jason Carter Title: President

E-mail:_ Phone: integritym.17@gmail.com 251-391-9073

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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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid #CN-021-23 Your Bid/Proposal Amount $ 544,000.00 Date: 7 / 31 / 2023

Description _____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Integrity Maintenance L.L.C.	251-391-9073	Restroom Renovations	544,000.00	100	yes	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Jason Carter/ Integrity Maintenance L.L.C.

Contact Person: Jason Carter Phone 251-391-9073 Email integritym.17@gmail.com

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

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

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.
N/A		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

✓ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

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

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	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

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

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

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

E-Verify

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)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2023

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

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

PRODUCER Alabama Insurance Exchange PO Box 724728 Atlanta GA 31139	CONTACT NAME: Karen Thompson PHONE (A/C, No, Ext): (205) 988-0800 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: karen@aieins.com
INSURED Intergrity Maintenance LLC 410 Hwy 43 S Ste F-111 Saraland AL 36571	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Western World INSURER B : Auto-Owners Insurance Co. — 18988 INSURER C : Alabama Home Builders SIF — 00004 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Rev 2023 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 Contract Liability Per CG0001 4/13 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	NPP8934189	05/15/2023	05/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	5219562000	02/28/2023	02/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	EZXS3116814	05/22/2023	05/22/2024	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	35622	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project# CN-021-23 Arthur R. Outlaw Convention Center Upper and Lower Concourse Restroom Renovations.
Contractral 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

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

Michelle Kidd

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AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development Department

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution to accept an increase in ADECA CDBG-DR project budget allocation by $805,288 due to a recalculation based on annexation	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	9/14/2023 - 11:27 AM
Mayors Office	Montgomery, Brandi	Approved	9/15/2023 - 9:42 AM

2023

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) has been awarded Community Development Block Grant-Disaster Recovery (CDBG-DR) funds under the Disaster Relief Supplemental Appropriations Act of 2022 (Public Law 117-43); and

WHEREAS, ADECA has been directed by HUD to utilize the majority of their CDBG-DR funds in designated locations that have been identified as most impacted and distressed areas with regard to hurricanes Sally and Zeta in 2020; and

WHEREAS, the Administration of the City of Mobile requested ADECA review and possibly recalculate the amount of grant award based on the recent annexation of 19,789 residents that formerly resided in unincorporated Mobile County and are now City of Mobile residents;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile accepts the determination by ADECA that it be awarded an increase in its project allocation by $805,288, updating the total award to $53,149,038 in CDBG-DR funds.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:
Shaun Wilson, Archivist

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the National Archives/National Historical Publications & Records Commission (NHPRC) in the amount of $75,000.00 for digitization of historical documents. There is a 25% local match requirement totaling $18,750.00, if awarded.

Funding Source

Project # **Discretionary Funds**

Project String 10049999 94070 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds $75,000.00 **Matching Funds** $18,750.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	9/14/2023 - 12:40 PM
Legal	Kern, Chris	Approved	9/14/2023 - 2:06 PM
Legal	Kern, Chris	Approved	9/14/2023 - 2:07 PM
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:23 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National Archives/National Historical Publications & Records Commission (NHPRC) an Archival Projects Grant in the amount of $75,000.00 for digitization of historic documents.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National Archives/NHPRC. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 25% matching funds in the amount of $18,750.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/19/2023

Submitted by:

Relya Mallory McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $400,000.00 from Police Admin Fuel in the General Fund (Fund 1000) to City Hall Overhead Electrical $200,000.00 and Annexation Election $200,000.00.

Funding Source

Project # 10041530.45020 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
City Hall Overhead	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	9/14/2023 - 9:27 AM
Budget	Sapp, Celia	Approved	9/15/2023 - 4:20 PM
Legal	Kern, Chris	Approved	9/15/2023 - 5:21 PM
Legal	Kern, Chris	Approved	9/15/2023 - 5:22 PM
Mayors Office	Montgomery, Brandi	Approved	9/15/2023 - 5:26 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $400,000.00 in General Fund line items #10041530.45020 Police Admin Fuel (Fund 1000) be transferred to the following line items within City Hall Overhead:

Electrical	#10049000.46020	$200,000.00
Annexation Election	#10049000.49250	$200,000.00

ADOPTED:

_____

CITY CLERK