AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, September 7, 2021, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Pastor Jimmy McCants, Mt. Calvary Lutheran Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   August 31, 2021
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of the American Cancer Society for a waiver of the Noise Ordinance on October 9, 2021, from 11:00 a.m.-3:30 p.m., on Canal Street (between Broad Street & Washington Avenue) for the 32nd Annual Chili Cook-Off (District 2).

   Request of Gary S. Constantine, OOMs, for a waiver of the Noise Ordinance at 254 St. Anthony Street on October 24, 2021, from 12:00-5:00 p.m. (District 2).

   Request of Tamorris Pettway, Gulf Coast Challenge, for a waiver of the Noise Ordinance at 950 S. Dauphin Street on September 24, 2021, from 6:00-10:00 p.m. (District 2).

   Request of Kearria Freed for a waiver of the Noise Ordinance in Langan Park on October 9, 2021, from 11:00 a.m.-3:00 p.m. (District 7).

   Request of Daniel Loper, 3750 Moffett Road, for a waiver of the Noise Ordinance on October 1, November 5 & December 3, 2021, from 3:00-9:00 p.m. (District 1).

10. PUBLIC HEARINGS

Public hearing to consider adoption of the 2021-2022 General Fund, Capital & Convention Center Fund budgets.

Public hearing to consider vacation of an alley in Edgewood Park (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass

Terry Mitchell

Ronald Hunt

Reggie Hill

12. ORDINANCES HELD OVER

64-031 Ordinance to rezone property located at 6636, 6638, 6640, 6666, 6680 and 6692 Old Shell Road (north side of Old Shell Road, 520'+ west of the north terminus of Dickens Ferry Road) from R-1 to R-3 (District 7).

13. CONSENT RESOLUTIONS HELD OVER

37-550 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I license for Kanary Bar, 105 N. Jackson Street (sponsored by Councilmember Manzie).

14. CIP RESOLUTIONS HELD OVER

21-711 Authorize contract with Parten Smith, Inc., for 2017 CIP Woodcock Drainage Repairs (Airport Boulevard to U.S. 90); COM Project No. 2017-3005-11 (D#5); $935,000.00 (sponsored by Mayor Stimpson and Councilmember Daves), (submitted by Nick Amberger, Engineering Department)

15. RESOLUTIONS HELD OVER

21-698 Authorize contract with Tetra Tech, Inc., for disaster debris removal monitoring services (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Services).

01-712 Authorize agreement with Gaillard Builders, Inc., for Church Street Cemetery West Wall Repairs, $36,718.00 (CE-046-21; G-HUR-Sally) (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Michelle Melton, REAM).

01-713 Authorize agreement with Wil Amanor to provide tennis lessons & clinics for the Parks & Recreation Department (NTE $40,000 per year) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, MPRD).

08-714 Approved item based bid for graphics for MPD vehicles (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-715 Approve purchase order to Med-Eng LLC. for EOD bomb suit & accessories for Police Admin Services, $36,525.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-716 Approve purchase order to Wilson Dismukes Inc. for 50 trimmers for the Motor Pool, $18,699.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-717 Transfer $30,000 from MIT's operating account to their capital account for carpet replacement (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Department).

21-718 Authorize contract with Bill Smith Electric Inc. for Emergency Generator & Service Modification at Fire Station #16 (Lathan); $36,500.00 (61206120-42150); sponsored by Mayor Stimpson & Councilperson Small (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-719 Authorize contract with Bill Smith Electric Inc. for LED Lighting Upgrade at Mims Park; $273,089.00 (C0529; 20002000-48010); sponsored by Mayor Stimpson & Councilperson Williams (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

60-721 Approve Settlement Agreement and Release of Claims - Allstate Property & Casualty Ins Co as Subrogee of Mikala Jackson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

16. CONSENT RESOLUTIONS BEING INTRODUCED

60-724 Determine an appropriation to Ladd-Peebles Sports & Entertainment Complex serves a public purpose and approve payment, $1,500.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-725 Determine an appropriation to People United to Advance the Dream, Mobile, Inc., serves a public purpose and approve payment, $500.00 (sponsored by Councilmember Ricardson) (submitted by Rebecca Christian, Accounting Department).

60-726 Determine an appropriation to the Centre for the Living Arts d/b/a Alabama Contemporary Art Center serves a public purpose and approve payment, $2,500.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian, Accounting Department).

60-727 Determine an appropriation to the Japanese Garden Foundation, Inc. serves a public purpose and approve payment, $200.00 (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Department).

27-737 Require security payment of $16,170.00 from District 1 Candidate Chamyne Fortune Thompson for a recount of votes for District 1(sponsored by Mayor Stimpson) (submitted by Chris Arledge, Council Attorney).

03-738 Appoint Catherine Pierce to the Mobile Library Board (sponsored by Councilmember Rich) (submitted by Lisa C. Lambert, City Clerk).

17. RESOLUTIONS BEING INTRODUCED

08-728 Approve purchase order to Friedrichs Custom Mfg. Inc. to repair 485 street barricades for the Traffic Engineering Department, $16,465.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-729 Approve purchase order to CDW Government LLC for 550 one-year Microsoft Office software subscriptions, $42,856.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-730 Approve purchase order to Federal Resources Supply for portable EOD x-ray system for MPD, $69,663.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-731 Approve purchase order to Temple Inc. for pedestrian signal central control units and signal push button stations for the Electrical Department, $26,404.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-732 Approve purchase order to Sunbelt Fire Inc. for breathing apparatus, rechargeable batteries, charging stations and accessories, $120,124.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-733 Approve purchase order to UJ Chevrolet Co. Inc. for two 2022 Chevrolet Traverse SUVS for the Motor Pool, $58,223.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-734 Adopt the 2021-2022 General Fund, Capital Improvements Fund and Convention Center Fund budgets (sponsored by Mayor Stimpson).

21-735 Authorize contract with Fuse Kitchen LLC for Azalea City Golf Course Food Concession Services (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Recreation Department).

47-736 Assent to the vacation of an alley in Hillwood Park (sponsored by

Councilmember Small).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

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	Merchant, Mary Ann	Approved	9/2/2021 - 9:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

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	Merchant, Mary Ann	Approved	9/2/2021 - 4:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/1/2021 - 1:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/1/2021 - 1:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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Grant Funds	**Matching Funds**

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REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/1/2021 - 1:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/1/2021 - 1:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/1/2021 - 1:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 10:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 10:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 3:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 3:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 4:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	7/29/2021 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	6/23/2021 - 4:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

To accept a contract with Parten Smith, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council-Public Works (Infrastructure/ Construction/other related services.)

Amount of Contract:

$935,000.00

Funding Source

Project # C0549 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**3412

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/25/2021 - 2:11 PM
Capital	Hollins, Tiffany	Approved	8/25/2021 - 2:28 PM
Legal	Gibson, Grant	Approved	8/26/2021 - 1:55 PM

Mayors Office	Barber, James	Approved	8/26/2021 - 3:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

John Peavy, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve one-year contract for disaster debris removal monitoring services with Tetra Tech Inc.

General Fund for FEMA reimbursement

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
2021 OneYear Complete Disaster Monitor Agenda Package	Cover Memo	8/10/2021

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Boucher, Cheri	Approved	8/11/2021 - 3:53 PM
Accounting	Christian, Rebecca	Approved	8/16/2021 - 11:58 AM
			8/18/2021 - 2:18

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	8/18/2021 - 2:25 PM
Mayors Office	Barber, James	Approved	8/19/2021 - 3:08 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 Tetra Tech , Inc, for one year, to provide post-disaster debris removal monitoring and consulting services, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 20___, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and Tetra Tech, Inc, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. 5555 (hereinafter Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of one year, unless cancelled or terminated as provided herein.
4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the

City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.

6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.
11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any

character brought on account of any injuries or damages received or sustained by, any person, persons or property by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars ($10.00) of compensation received by the contractor represents specific consideration for his indemnification obligation.

12. Governing Law. The laws of the State of Alabama shall govern this Agreement.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.
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.

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.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

    A. The City of Mobile's Request for Proposal 5555 and all of its addenda and attachments; and
    B. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
    C. Contractor's Proposal.

    If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5555 as of the day and year first written above.

CONTRACTOR, Tetra Tech, Inc.

_____, Its Jonathan Burgiel, Business Unit President (title) 08/09/2021

On behalf of Contractor Date

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Marina Armanious, a Notary Public, in and for said County in said State, hereby certify that Jonathan Burgiel whose name as Business Unit President of the Tetra Tech, Inc., a corporation, is signed to the foregoing conveyance and **who is known to me**, acknowledged before me on this day that, being informed of the contents of 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 9th day of August, 2021

(Seal) Notary Public

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

CITY OF MOBILE

_____ _____

Its Mayor Date

ATTEST:

_____ _____

City Clerk Date

EXHIBIT A: City of Mobile RFP 5555
EXHIBIT B: Contractor's Insurance
EXHIBIT C: Contractor Response to City of Mobile RFP 5555.

City of Mobile

Request for Proposals

Addendum 1 to RFP Number: 5555

Disaster Debris Monitoring & Consulting Services

The City of Mobile is seeking proposals from qualified firms to contract for three years for disaster debris removal monitor and consulting services. The contract will be awarded effective August, 2021, with specific tasking as necessary in response to debris-generating disaster events during the contract period.

The City is providing this Addendum 1 in response to questions received regarding the original RFP.

Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), remain due by **4:00 P.M. June 10, 2021** to the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5555, Disaster Debris Monitoring" shall be placed on the outside of the envelope.

The City does not accept email submission of proposal packages.

The full contents of the original Request for Proposals (RFP), this Addendum, and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received where the City determined that an answer to all potential proposers was merited.

Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and please state any assumptions you made where you were uncertain interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Will the opening of proposals be streamed via Zoom, etc.?

No, there is no plan to livestream the opening of proposals.

2. If a vendor proposes additional staffing positions, will the City exclude these positions from the scoring during evaluation in order to maintain a consistent and fair “apples to apples” evaluation?

The City will consider all proposed positions and rates in the pricing evaluations. The City recognizes that the positions itemized in the RFP are representative and based on the FEMA template and the City’s prior experience. The evaluation and scoring of “Price” will be based on proposed labor rates for the positions proposed, how these positions are reflected in the Contractor’s plan, and how all of the proposed positions reflect the cost and performance efficiency of Contractor’s plan.

3. Regarding the scoring criteria, under “Plan to Provide Services Required,” the City asks for “Your mobilization and deployment plan, to include your affiliation with and use of DBE subcontractors and persons.” Could the City clarify how this portion will be scored? For instance, are points given to proposers that utilize DBE subcontractors? If so, how will the scoring be weighted? Or is the scoring based on the mobilization and deployment plan, independent of whether DBE subcontractors will be utilized?

Points will be given to Contractors that incorporate, in their plan, processes to exercise good faith efforts to recruit and retain socially and economically disadvantaged individuals and business entities as required by paragraph 13 of the RFP, and mentioned in paragraphs 14 and 17.D. of the template contract in Section E of the RFP. It is understood that actual utilization of such persons and subcontractors may be dependent upon the specific mobilization effort.

4. Please define the terms of “representative previous responses” and “force laydown” on page 29 of the RFP..

The RFP asks for documentation in this section to allow the City to score Contractor’s “prior performance on contracts of similar scope and size” (Section D, Evaluation criteria.) “Representative previous responses” mean “contracts of similar scope and size”. “Force laydown” refers to the size and composition of Contractor’s workforce that Contractor used to perform the work during that “representative response” or “contract of similar scope and size.”

5. Section C, Item 1(g) on page 9 of the RFP requires, “When monitoring tree pruning and removal efforts, Contractor will be familiar with ANSI A300 tree care standards and

be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery." Would the City consider revising the below requirement as the term "pruning" may subject the City to a higher degree of scrutiny by FEMA? Recommend the word "trimming" and/or "removal of hazardous trees and limbs".

The City agrees to amend the specification to read, "When monitoring the removal of hazardous tress and limbs, Contractor will be familiar with ANSI A300 tree care standards and be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery consistent with ANSI A300 standards."

Request for Proposals
Disaster Debris Monitoring & Consulting Services
RFP No. 5555

CITY of MOBILE
PUBLIC SERVICES DEPARTMENT

Proposals Due: 4:00 pm, June 10, 2021

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

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SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **OBJECTIVE:**

The City of Mobile is seeking proposals from qualified firms to contract for three years for disaster debris removal monitor and consulting services. The contract will be awarded effective August, 2021, with specific tasking as necessary in response to debris-generating disaster events during the contract period.

2. **SUBMISSION OF PROPOSAL:**

a. Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. June 10, 2021 by the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5555, Disaster Debris Monitoring" shall be placed on the outside of the envelope.

b. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. City Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:

(1) Signature Page
(2) Vendor References from at least four customers
(3) Fee schedule
(4) Experience Narrative
(5) Project Management Team
(6) Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.

c. Exceptions to any of the terms contained in this RFP or the attached service sample service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Vendor's desire to take exception to a term will not disqualify it from consideration for award.

3. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent by e-mail to Purchasing@CityofMobile.org no later than 4:00 pm, May 27, 2021. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract

documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

4. **COSTS INCURRED BY VENDORS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

5. **ORAL PRESENTATIONS:**

The City may request an oral presentation of any proposal at the City's sole discretion.

6. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal will be accepted.

7. **LATE PROPOSALS OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set of the proposal submitted will be accepted.

8. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. It is anticipated that federal grant funding will be used in whole or part to fund services under this contract. The required contract clauses found in 2 CFR, Part 200, Appendix II, will be included as part of the contract document for this solicitation. Vendors shall comply with all local, state, and federal directives, order, and laws as applicable to this proposal and subsequent contracts(s) including by not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract. Vendors certify by submission of a proposal that they have not and will not use federal 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 and Federal contract, grant, or any other award covered by 31 USC Section 1352.

9. **COLLUSION**

Contractor proposals must be offered without previous understanding, agreement, or connection with any other contractor making a proposal for the same item(s), and with the intention that Contractor's proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

10. **CITY INDEMNIFICATION:**

a. The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

b. The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

11. **PAYMENTS/INVOICES:**

Payment will be made in arrears for services rendered upon presentation of timely presented invoices at regular intervals based upon the agreed upon labor rates and hours, and documented allowable expenses. Invoices are subject to potential federal timeliness and documentation requirements, and Contractor must be responsive to those requirements to receive payment. The Contractor must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Contractor is responsible for immediately notifying the City of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

12. **CANCELLATION:**

a. The City of Mobile reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City.

13. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The selected Contractor shall perform the resulting contract, but may employ subcontractors with the consent of the City. The City expects Contractor to exercise good faith efforts to use certified disadvantaged business enterprises (DBEs), as required by City of Mobile Code Section 14-10, when subcontractors are employed. The selected Contractor is required to report subcontractor usage, including good faith efforts to employ certified DBEs as subcontractors, with each payment

application/invoice. In exercising good-faith efforts, Contractor is expected to consult with the City Supplier Diversity Manager if unable to meet City Code performance goals in the use of DBE subcontractors. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City with thirty (30) calendar days of the contractor's notice or such action or upon the occurrence of said action, whichever occurs first.

14. **NON-EXCLUSIVE CONTRACT:**

Award of a contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. There may not be an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such actin to be in the City's best interest. In the case of multiple term contracts, this provision shall apply separately to each term.

15. **ADD/DELETE LOCATIONS/SERVICES:**

The City reserves the right to unilaterally add or delete locations/services, either collectively or individually at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Contractor(s) will be required to provide such services to this contract in accordance with the terms, conditions and specifications.

16. **PROTEST PROCEDURE**

a. Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

b. Requirements to Protest:

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.
(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

17. **EVALUATION CRITERIA:**

Section D indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Contractors shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria.

18. **PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of three (3) years from the date of execution of the agreement. Pricing shall be on a per-unit basis for services based on the fee schedule included in Exhibit A, and may include annual inflation adjustments. Please see Section E for a sample contract document.

19. **PROPOSAL SUBMITTAL COPIES:**

Proposers shall submit one original signed copy, and one electronic copy on flash drive or CD.

20. **TIME LINE:**

Following is a listing of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

a.	Advertising and Publishing RFP	05-13-2021
b.	Deadline for Questions/Clarifications	05-27-2021
c.	Addendum Published by (if needed)	06-01-2021
d.	Proposal Submittal Date	06-10-2021

SECTION B. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

a. **Worker's Compensation – Employers Liability Insurance**

Statutory – amount of coverage as required by law of the place in which the work is performed.

b. **Comprehensive – General Liability Insurance**

(1) Public Liability including premises, products, and complete operations.

Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

(2) Property damage liability
$500,000 – each occurrence

Or, in lieu of 1 and 2 above,
(3) Bodily injury and Property Damage combined
$1,000,000 – single limit

c. **Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles**

(1) Bodily injury liability
$250,000 – each person
$1,000,000 – each occurrence

(2) Property damage liability
$500,000 – each occurrence

Or, in lieu of a and b above,
(3) Bodily injury and property damage combined
$1,000,000

SECTION C. SCOPE OF WORK

1. **GENERAL:**

a. Contractor is to provide debris management expertise and debris collection tracking and monitoring services following a debris-generating event such as a hurricane or major storm or flood event. Collection monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan, debris removal contract, and federal disaster reimbursement requirements are met. The work includes monitoring the debris removal from public access roads, rights-of way, and public property, by City debris removal teams and contractors, to assure that the debris management plan contracts are effectively and efficiently implemented, as well as compliance with all state, federal and local requirements in effect at the time services are performed.

b. Upon City notification to Contractor in the event of a debris-generating disaster event (Notice to Proceed), Contractor will identify and assign Contractor's Project Manager. Contractor must be prepared to deploy debris monitors to pre-designated loading and disposal sites within 24 hours from the notice to proceed. The Contractor will scale its staffing from this point depending on the severity of the debris-managing event. Contractor must be able to timely and adequately staff sufficient personnel and equipment to meet the needs of the City debris removal effort. The work shall begin on notice to proceed and continue for 60 days, unless extended by the City with 10 days written notice.

c. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing to comply with all federal, state, and local requirements.

d. The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor and appropriate city personnel. Contractor supervision is responsible for resolving issues with truck drivers, and other Contractor personnel. City has the discretion to require Contractor to remove and replace any monitor.

e. The Contractor will provide its own temporary office space and temporary sanitary facilities as necessary.

f. The Contractor shall carefully document all debris removal activities using the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services Contractor shall communicate with FEMA to ensure the documentation being used satisfies FEMA verification requirements. Contractor is expected to liberally use tagged photographic documentation to verify and record the eligibility of leaning and hanging debris. Proposals must demonstrate the Contractor's ability to properly document all activities as required herein.

g. When monitoring tree pruning and removal efforts, Contractor will be familiar with ANSI A300 tree care standards and be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery.

2. **PRE-EVENT REQUIREMENTS**.
Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Contractor will, at no cost to the City:

a. Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

b. Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

c. Participate in annual workshops or planning meetings with City representatives and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

3. **POST-EVENT- GENERAL REQUIREMENTS**.
Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City employees. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors. Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with this contract. For purposes of proposal pricing, the City plan provides for Contractor staffing in the following specific position areas, but the City recognizes Contractor may suggest other positions.
a. Project Manager
b. Field Monitor Supervisors
c. Field Monitors – Loading Site & Roving, Tower & Disposal Site

d. Clerical Supervisors or Data &Technical Managers
e. Clerical Staff & Data Entry Clerks

4. **POST-EVENT - STAFFING POSITIONS**.

a. **PROJECT MANAGER**. The monitoring services Contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. The Contractor must show that Contractor will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. The manager shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract,

(2) remain on site during all work hours throughout the length of the project,

(3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,

(4) provide documents and estimates to assist the City in planning and executing the debris removal activities,

(5) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City,

(6) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project,

(7) regularly communicate with designated City staff to keep the City informed of all aspects of both the debris removal activities and monitoring activities,

(8) provide input to the City to improve efficiency of collection and removal of debris,

(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

b. **FIELD MONITOR SUPERVISORS**. Contractor will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

(1) Overseeing and supervising loading site and disposal site debris monitoring activities.

(2) Scheduling debris monitoring resources and deployment timing.

(3) Communicating and coordinating with City/County personnel.

(4) Providing suggestions to improve the efficiency of collection and removal of debris.

(5) Coordinating daily activities and future planning.

(6) Remaining in contact with debris management/dispatch center or supervisor.

(7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.

(8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY.)

(9) Documenting and recording measurements and computations.

(10) Documenting truck hauling compartment condition using digital photographs.

(11) Ensuring all truck certifications are complete and available to all parties.

c. **DEBRIS MONITORS.**

Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

(1) Debris Loading Site & Roving Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
(b) Monitoring collection activity of trucks.
(c) Issuing load tickets at loading site for each load.
(d) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment

are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment.

(e) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.

(f) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.

(g) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).

(h) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance.

(i) Properly monitoring and recording performance and productivity of debris removal crew.

(j) Remaining in regular contact with debris management/dispatch center or supervisor.

(k) Ensuring that loads are contained properly before leaving the loading area.

(l) Ensuring that only eligible debris is collected for loading and hauling.

(m) Ensuring that only debris from approved public areas is loaded for removal.

(n) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

(2) Debris Tower & Disposal Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations.

(b) Documenting measurements and computations.

(c) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.

(d) Initialing/validating each load ticket before permitting trucks to proceed from the check-in area to the tipping area.

(e) Remaining in regular contact with debris management/dispatch center or field supervisor.

(f) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

d. **CLERICAL SUPERVISORS & DATA-TECHNICAL MANAGERS**

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management or manage GIS or other data systems. Services may include, but are not limited to:

(1) Supervising the preparation of detailed estimates and submitting them to the City debris manager.

(2) Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.

(3) Providing daily, weekly, or other periodic reports for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

e. **CLERICAL STAFF & DATA ENTRY CLERKS**

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

5. DOCUMENTATION REQUIREMENTS:

a. Contractor's primary responsibility will be to fully account for debris removal costs with a load-ticket process that provides a comprehensive information and documentation trail for FEMA Public Assistance program reimbursement. Contractor is to provide, implement, maintain, and use Automated Debris Management System technology, with data generated clearly displaying loading monitor and tower/site monitor names, load times, and locations so that an individual's daily activities can be easily reviewed. Contractor's monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Observations and reports must be backed up with digital photographs and video as necessary.

b. Contractor's work and documentation must reflect the latest FEMA guidance, including the most recent version of FEMA's Public Assistance Debris Monitoring Guide.

c. Contractor invoices must fully document work performed, including the use of any subcontractors and good-faith efforts to employ DBEs, in a mutually agreed upon format and timing.

6. SAFETY:

a. Contractor will develop, implement, and provide City a safety plan for its work. All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

b. The contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, City, nearest fire, police, and emergency medical facilities.

c. The Contractor will ensure that Contractor's personnel adhere to all debris management site safety requirements.

7. **OTHER CONSIDERATIONS:**

a. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

b. The Contractor must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits and/or licenses shall be submitted to the City before commencing work.

c. The Contractor shall be responsible for correcting any notices of violations issued as a result of Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

d. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include, but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractor, or any other persons, corporations, or legal entities retained by the Contractor under this contract.

e. The Contractor must attend all meetings required by the City to evaluate performance of all monitors or to discuss any open contract issues.

f. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meet the requirements and intent of this contract.

g. The Contractor shall adhere to the requirements of the Stafford Act.

h. The Contractor will cooperate with and provide responsive records to any audit or investigation related to Contractor's debris monitoring and consulting work for the City.

SECTION D. EVALUATION CRITERIA:

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

Criteria	**Weight**
Experience and Resources of the Firm	**30**
• Corporate history and resources.	
• Experience and prior performance in relevant business areas, especially storm debris removal.	
• Firm capacity to respond to multiple simultaneous contract commitments.	
• Experience with FEMA programs, funding issues, and compliance resolution.	
• Prior performance on contracts for similar scope and size.	
Project Management Team Credentials	**20**
• Assurance of dedicated project team.	
• Education, professional licenses, relevant experience of key team members.	
Plan to Provide Services Required	**30**
• Your mobilization and deployment plan, to include your affiliation with and use of DBE subcontractors and persons.	
• Pre-event engagement you will provide.	
• Tools and processes that will be used to efficiently and effectively monitor debris removal contractors, to include especially compliance with FEMA requirements.	
• Features of the technology you will use.	
• How you will support City's FEMA documentation and cost-recovery processes.	
Price	**20**
• Consistency with Market Pricing and Comparative with Other Proposals.	
• Cost efficiency tools and processes.	
TOTAL	**100**

SECTION E. SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2015, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and _____ Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. (hereinafter Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of three (3) years, unless cancelled or terminated as provided herein.

SAMPLE

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

SAMPLE

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by, any person, persons or property by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars ($10.00) of compensation received by the contractor represents specific consideration for his indemnification obligation.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.
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.

SAMPLE

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.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

SAMPLE

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

SAMPLE

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

SAMPLE

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

SAMPLE

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

SAMPLE

her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:
    a. The City of Mobile's Request for Proposal 5555 and all of its addend and attachments issued on _____, 2021; and
    b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
    c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. as of the day and year first written above.

SAMPLE

EXHIBIT A

PROPOSAL SUBMISSION DOCUMENTS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M June 10, 2021.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP_____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

VENDOR REFERENCES. Please provide the below background information and contact information (an employee at the government agency you supported) for at least 4 customers for whom you have previously performed similar contract services.

Your Company Name:_____

1. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

2. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

3. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

4. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 _____ and Year 3 _____.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate		
2	Debris Monitor Supervisor	Each	Standard hourly rate		
3	Debris Monitors	Each	Standard hourly rate		
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate		
5	Clerical Staff & Data Entry	Each	Standard hourly rate		
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

_____

ADDITIONAL NARRATIVE DOCUMENTS:

Experience Narrative to Include:
Company background,
Company resources,
Summary of representative previous responses, including force laydown, performance results, challenges overcome, FEMA claims and your use of DBE subcontractors and persons.

Project Management Team:
Names and resumes of key persons that will support this project

Project Plan Narrative – Please describe:
How you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.
How you would work with the City to plan and prepare for mobilization.
How you will staff your team, including how you will recruit, assign, and oversee subcontractors and employees.
How you ensure debris removal firm complies with FEMA requirements.
How you will support the City's claims process with FEMA.

Please attempt to be concise in the narrative documents.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/26/2021

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:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tetra Tech, Inc. 2301 Lucien Way, Suite 120 Maitland, FL 32751	INSURER A: Zurich American Insurance Company	16535
	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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL01817406-02	10/01/2020	10/01/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$1,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP1857085-02	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2540616-02	10/01/2020	10/01/2021	X PER STATUTE OTH-ER	
A				WC1857087-02	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

Reference: Request for Proposals - Disaster Debris Monitoring & Consulting Services RFP No. 5555

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

Aon Risk Insurance Services West, Inc.

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EXHIBIT C Tetra Tech Responsive Proposal to City of Mobile RFP 5555

PROPOSAL FOR

RFP No. 5555 Disaster Debris Monitoring and Consulting Services

City of Mobile, Alabama

TETRA TECH

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Electronic | June 2021

TETRA TECH

City of Mobile Procurement Department
4th Floor, South Tower, Room 4055
205 Government Street
Mobile, AL 36644

June 10, 2021

Subject: **RFP No. 5555 Disaster Debris Monitoring and Consulting Services**

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal in response to the City of Mobile, Alabama's (City) request for proposals for disaster debris monitoring services. Our team of debris management experts offers a unique integration of emergency management and disaster recovery services, providing end-to-end solutions for the City. As a global leader in the field of engineering and disaster recovery with over 20,000 employees and $3 billion in annual revenue, Tetra Tech has the financial resources to withstand various economic challenges that often present themselves following catastrophic disaster events. We are a national leader in the field of disaster debris management and are well suited to assist the City for the following reasons:

- **Extensive Disaster Debris Experience in Alabama.** Tetra Tech recently responded to the 2021 severe storms and tornadoes, supporting Calhoun County, Alabama with disaster debris monitoring operations. Our team has responded to previous tornado events in Alabama, including in Lee County following the March 2019 tornadoes, which generated 170,000 CYs of vegetative debris and 6,000 tons of construction & demolition (C&D) debris and **Blount and Limestone Counties following tornadoes in 2014, where our team successfully monitored the collection and disposal of nearly 80,000 CYs of debris in only two days.** Tetra Tech responded immediately to our pre-positioned contracts by hiring local staff, deploying our automated debris management system (ADMS), and beginning operations. Following Hurricane Sally, Tetra Tech responded to Baldwin County under a pre-positioned contract, where our team was on the ground within 4 hours from notice to proceed. Our project management team hired and trained 224 local debris monitors to oversee 12 debris management sites. Our team also certified over 100 debris hauling vehicles. In total, **Tetra Tech monitored the removal and disposal of over 4,425,000 CYs of debris and almost 50,000 hazardous trees, leaners, hangers, and stumps throughout Baldwin County**. Our response also included projects in Dallas, Marengo, and Wilcox Counties in Alabama, providing disaster debris and hazardous tree removal monitoring services throughout the counties and rural areas following Hurricane Zeta.

- **Strong Local Presence and Relationships.** Tetra Tech maintains three offices in Alabama, including an office in Mobile, and has responded to several major disasters throughout the state. In addition to our Alabama debris monitoring experience, we have assisted several Alabama agencies with emergency preparedness, training, and exercise projects. Tetra Tech also holds a contract with the Alabama Association of Counties for Regions 2, 3, 4, and 6. Through our local presence and regular interactions, our team has developed relationships and familiarity with many of the stakeholders in the state.

- **Nationally Recognized Leader in Disaster Recovery.** Tetra Tech has assisted clients with response to every major disaster affecting the United States in the past 20 years, including hurricanes (Hurricanes Jeanne, Frances, Charley, Sandy, Katrina, Ike, Matthew, Harvey, Irma, Michael, Laura, Sally, and Delta), floods (Vermont, Colorado, South Carolina, Texas, and Louisiana), fires (California, Texas), earthquakes, tornadoes (Alabama, Georgia, Tennessee), and ice storms. Our team has successfully assisted over 320 local and state government clients across the nation with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. **Our team has overseen and managed the recovery of over 137 million cubic yards (CYs) of debris, resulting in excess of $6 billion in reimbursable costs to our clients.**

- **Immediate Response Capability.** With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the City within hours of a disaster. **Our team has never failed to respond to a client's needs, providing each community with a dedicated project team.** In 2017, **Tetra Tech successfully deployed more than 6,000 field staff throughout the country** to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. **Our simultaneous response to several hurricanes is proof that we have the staff, resources, and expertise to respond to the City's post-disaster needs.** Tetra Tech stands ready to work with the City as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.
- **Dedicated Project Management Team with Expert Knowledge and Integrity.** Tetra Tech understands that the City is looking for a firm with personnel who are highly skilled in Federal Emergency Management Agency (FEMA)-compliant disaster debris monitoring as well as a team that will ensure the integrity and transparency of the debris removal mission. To provide the City with the most experienced management team assigned to its disaster management mission, we have assembled a team of nationally recognized experts in the field of response and recovery.
- **Best in Class ADMS Technology and Documentation Support.** Via RecoveryTrac™, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. RecoveryTrac™ enables real-time data collection and furnishes accurate and timely reporting to stakeholders. **RecoveryTrac™ was developed by and is owned by Tetra Tech and has been used consistently on debris removal monitoring and disaster grant management projects since 2011.** RecoveryTrac allows Tetra Tech to track real-time costs by individual contract line item to provide the reporting and project oversight that the City may need as well as full transparency and visibility of project operations. **RecoveryTrac™ is one of only three systems validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.**

Tetra Tech would be honored to serve as the City of Mobile's disaster debris monitoring and consulting services provider. By partnering with Tetra Tech, the City of Mobile will receive the highest quality service and technical expertise. Tetra Tech confirms the receipt of Addendum 1. For questions regarding this response, please contact me or the representative listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative

Mr. Simon Carlyle, Deputy Director, Post-Disaster Programs
2301 Lucien Way, Suite 120, Maitland, FL 32751
(407) 803-2525 | simon.carlyle@tetratech.com

Contractual Representative

Ms. Marina Armanious, Executive Assistant
2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8511 | TDR.Contracts@tetratech.com

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President, Tetra Tech Disaster Recovery

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Transmittal Letter

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Section 1

Signature Page

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M June 10, 2021.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: Tetra Tech, Inc.

Vendor Address: 63 S. Royal St., Ste. 1106, Mobile, AL 36602 (Local)

2301 Lucien Way, Ste. 120, Maitland, FL 32751 (Main)

Phone: 321-441-8511

Main POC/Title for RFP Jonathan Burgiel, Business Unit President

Email Address tdr.contracts@tetratech.com

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature:

Printed Name: Jonathan Burgiel

Title: Business Unit President

Date: June 8, 2021

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No x

If "Yes," please attach a separate page indicating those exceptions or clarifications.

Section 2

Vendor References

TETRA TECH

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 ____*See below____ and Year 3 ____*See below_____.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$ 49.00	$ 55.00
2	Debris Monitor Supervisor	Each	Standard hourly rate	$ 40.00	$ 45.00
3	Debris Monitors	Each	Standard hourly rate	$ 29.00	$ 35.00
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$ 45.00	$ 55.00
5	Clerical Staff & Data Entry	Each	Standard hourly rate	$ 25.00	$ 32.00
6	Other Direct Costs				
7	Mileage		Per mile	$ 0.56	N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

*Hourly rates for subsequent years shall be subject to an annual adjustment in accordance with the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the U.S. Department of Labor Statistics or two percent (2%), whichever is less.

COMPANY NAME:

Tetra Tech, Inc.

_____

Section 3

Fee Schedule

TETRA TECH
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VENDOR REFERENCES. Please provide the below background information and contact information (an employee at the government agency you supported) for at least 4 customers for whom you have previously performed similar contract services.

Your Company Name: Tetra Tech, Inc.

1. Baldwin County, Alabama
Government Entity You Supported

Terri Graham, Development and Environmental Director, tgraham@baldwincountyal.gov, 251-972-6878
Point of Contact (Name, Title, Email & Phone)

Hurricane Sally, September 2020 - April 2021
Name of Disaster Event / Dates

2. City of Pensacola, Florida
Government Entity You Supported

Mr. John Pittman, Sanitation Director, jpittman@cityofpensacola.com, 850-860-2334
Point of Contact (Name, Title, Email & Phone)

Hurricane Sally, September 2020 - December 2020
Name of Disaster Event / Dates

3. Calcasieu Parish, Louisiana
Government Entity You Supported

Theresa T. Champeaux, Assistant Director of Public Works, tchampeaux@calcasieuparish.gov, 337-721-3700
Point of Contact (Name, Title, Email & Phone)

Hurricane Laura, September 2020 - May 2021
Name of Disaster Event / Dates

4. Gulfport, Mississippi
Government Entity You Supported

Wayne Miller, Director of Public Works, wmiller@gulfport-ms.gov, 228-214-2238
Point of Contact (Name, Title, Email & Phone)

Hurricane Zeta, November 2021 - February 2021
Name of Disaster Event / Dates

Section 4

Experience Narrative

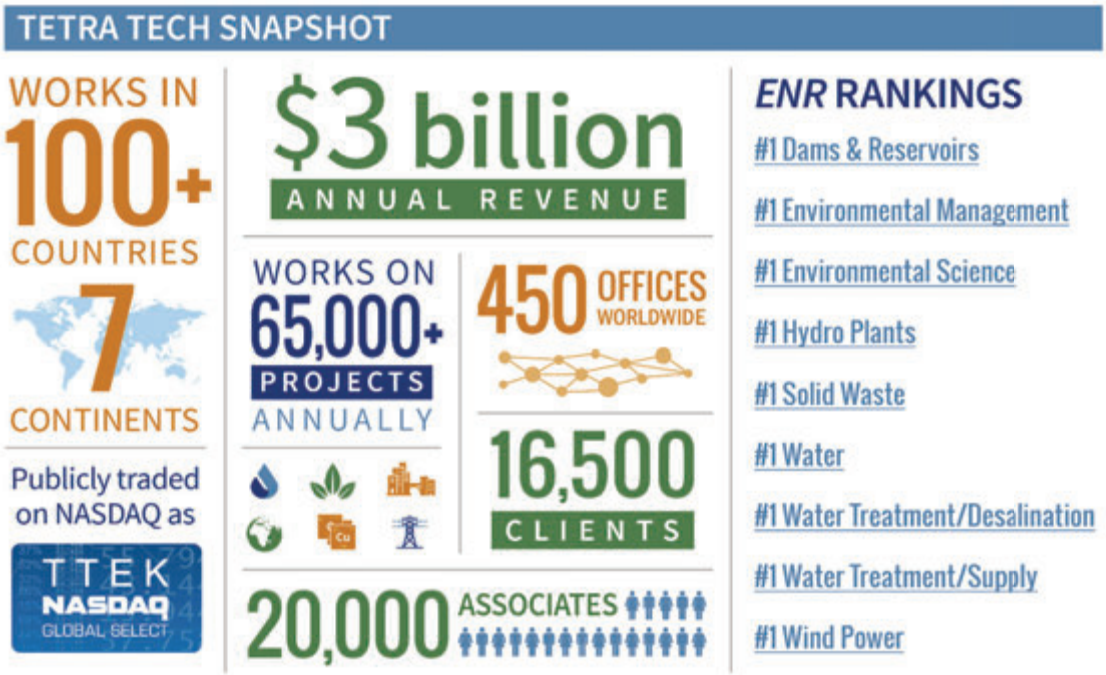
4. Experience Narrative

Corporate History and Resources

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the foremost firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as debris monitoring and disaster recovery; infrastructure hardening and protection; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 20,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. **Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.**

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over $6 billion in reimbursement funds for our clients** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over **137 million cubic yards (CYs) of debris** as well as the **demolition of over 12,500 uninhabitable residential and commercial structures.**



Experience and Prior Performance

Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. Exhibit 4-1 provides an abbreviated overview of projects conducted since 2001. ***Profiles and references from specific projects are featured later in this section. Tetra Tech can provide additional projects and information upon request.***

Exhibit 4-1: Experience with Similar Projects

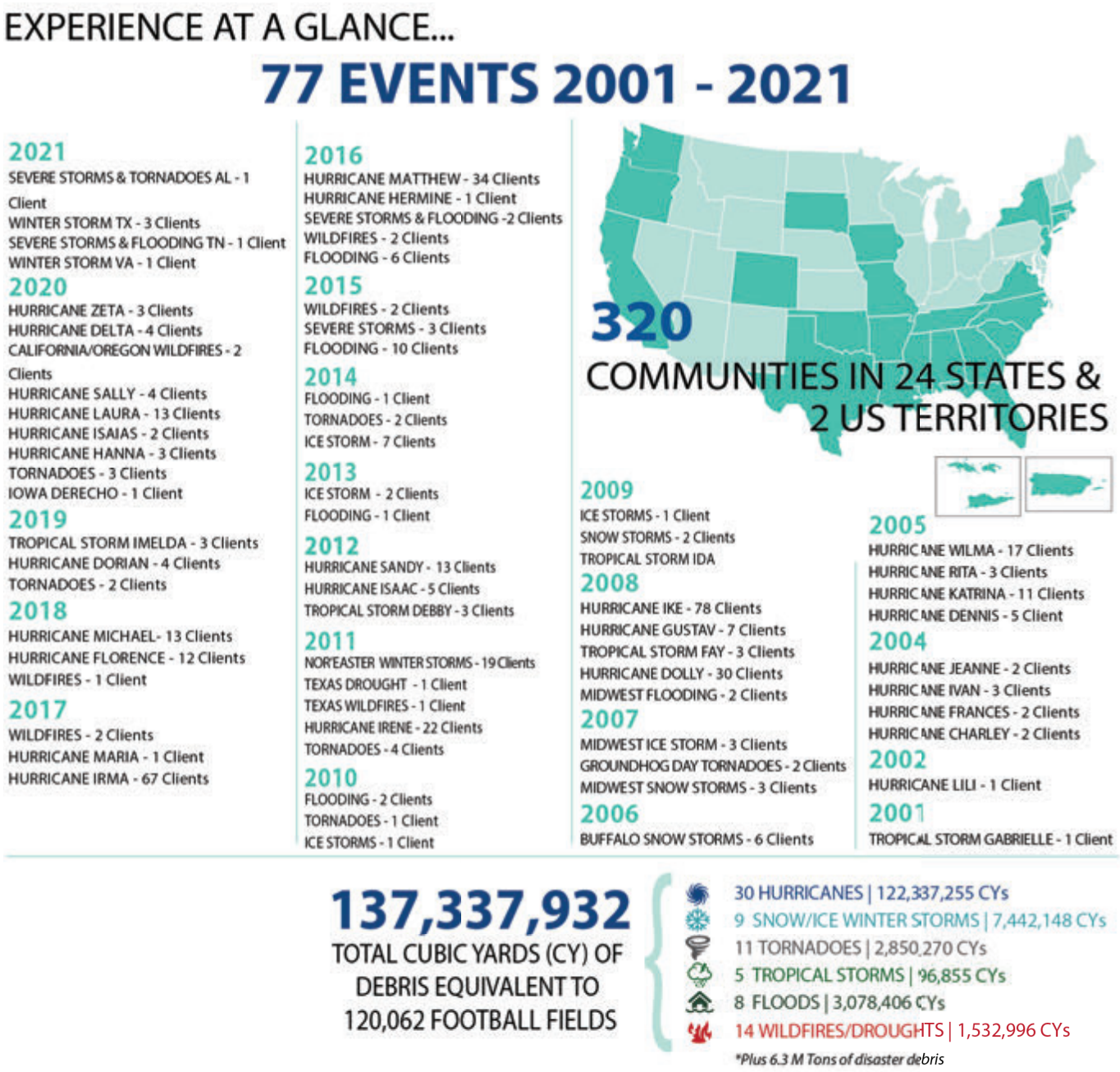


Exhibit 4-2: Representative List of Clients over the Past Five (5) Years

Client Name	Description of Services
AL Severe Storms and Tornadoes – 2021 | Total Clients 1	
Calhoun County, AL	Disaster Debris Program Management / (in progress)
TX Severe Winter Storm – 2021 | Total Clients 3 | Representative Clients:	
Harris County, TX	Disaster Debris Program Management / March 2021 – April 2021 / 3,931 CYs
TN Severe Storms and Flooding – 2021 | Total Clients 1	
Metro Nashville and Davidson County	Disaster Debris Program Management / March 2021 – May 2021 / 657 Tons
VA Winter Storm – 2021 | Total Clients 1	
Virginia Department of Transportation	Disaster Debris Program Management / 223,064 CYs (in progress)
Hurricane Zeta – 2020 | Total Clients 6 | Representative Clients:	
City of Diamondhead, MS	Disaster Debris Program Management / November 2021 -February 2021 / 200,556 CYs
City of Gulfport, MS	Disaster Debris Program Management / November 2021 – February 2021 / 483,147 CYs
Hancock County, MS	Disaster Debris Program Management / December 2021 – March 2021 / 64,699 CYs
Hurricane Delta – 2020 | Total Clients 4 | Representative Clients:	
Acadia Parish, LA	Disaster Debris Program Management / October 2020 – January 2021 / 98.595 CYs
St. Martin Parish, LA	Disaster Debris Program Management / October 2020 – November 2020 / 30,600 CYs
Hurricane Sally – 2020 | Total Clients 4 | Representative Clients:	
City of Pensacola, FL	Disaster Debris Program Management / September 2020 – November 2020 / 574,000 CYs
Okaloosa County, FL	Disaster Debris Program Management / September 2020- November 2020 /30,794 CYs
Baldwin County, AL	Disaster Debris Program Management / September 2020 – April 2021 / 4,425,000 CYs
Hurricane Laura – 2020 | Total Clients 18 | Representative Clients:	
City of Lake Charles, LA	Disaster Debris Program Management / 4,003,439 CY (in progress)
Calcasieu Parish, LA	Disaster Debris Program Management / 6,818,797 CY (in progress)
Orange County, TX	Disaster Debris Program Management / September 2020 – November 2020 / 723,855 CY
Hurricane Isaias – 2020 | Total Clients 2 | Representative Clients:	
Town of Holden Beach, NC	Debris Monitoring Services / August 2020 / 1,607 CYs
Town of Ocean Isle Beach, NC	Debris Monitoring Services / August 2020–September 2020 / 5,578 CYs
Hurricane Hanna – 2020 | Total Clients 3 | Representative Clients:	
Hidalgo County, TX	Debris Monitoring Services / August 2020–ongoing / 51,511 CYs
SC Severe Storms and Tornadoes – 2020 | Total Clients 1 | Representative Clients:	
Barnwell County, SC	Debris Monitoring Services / April 2020 / 783 CYs
Severe Storms and Tornadoes – 2020 | Total Clients 3 | Representative Clients:	
City of Chattanooga, TN	Debris Monitoring Services / April 2020–June 2020 / 322,200 CYs
Hamilton County, TN	Debris Monitoring Services / April 2020–June 2020 / 408,305 CYs
Nashville/Davidson County, TN	Debris Monitoring Services / March 2020–May 2020 / 308,949 CYs
Tropical Storm Imelda – 2019 | Total Clients 3 | Representative Clients:	
Harris County, TX	Debris Monitoring Services / September 2019–November 2019 / 15,907 CYs
Jefferson County, TX	Debris Monitoring Services / September 2019–November 2019 / 57,429 CYs
Hurricane Dorian – 2019 | Total Clients 5 | Representative Clients:	
Dorchester County, SC	Debris Monitoring Services / September 2019–October 2019 / 31,294 CYs
Town of Beaufort, NC	Debris Monitoring Services / September 2019–October 2019 / 8,108 CYs
Town of Summerville, SC	Debris Monitoring Services / September 2019 / 17,410 CYs
AL Severe Storms and Tornadoes – 2019 | Total Clients – 1 | Representative Clients:	
Lee County, AL	Disaster Debris Program Management / March 2019–August 2019 / 170,000 CY
Hurricane Michael – 2018 | Total Clients – 13 | Representative Clients:	
USACE (Multiple Georgia Communities)	Disaster Debris Monitoring Services / October 2018–March 2019 / 4,270,065 CY
Lynn Haven, City of, FL	Disaster Debris Program Management / October 2018–June 2019 / 1,280,400 CY
Callaway, City of, FL	Disaster Debris Program Management / October 2018–June 2019 / 1,468,100 CY
Parker, City of, FL	Disaster Debris Program Management / October 2018–May 2019 / 548,800 CY
Wakulla County, FL	Disaster Debris Program Management / October 2018–March 2019 / 38,085 CY
Franklin County, FL	Debris Monitoring Services / October 2018–March 2019 / 126,087 CY

Hurricane Florence – 2018 | Total Clients – 12 | Representative Clients:	
New Bern, City of, NC	Debris Monitoring Services / September 2018–January 2019 / 155,400 CY
Craven County, NC	Disaster Debris Program Management / September 2018–January 2019 / 59,800 CY
Fayetteville, City of, NC	Disaster Debris Program / September 2018–December 2018/Management/135,000 CY
California Wildfires – 2017-18 | Total Clients – 4 (6 Wildfires) Representative Clients:	
CalRecycle, CA	Cost management of fire damaged properties, Private property debris removal / September 2015–Ongoing / 2,278,740 tons of debris
Hurricane Irma – 2017 | Total Clients – 67 | Representative Clients:	
Miami-Dade County, FL	Disaster Recovery and Debris Management / Sept. 2017–July 2018 / 3,558,943 CY
Polk County, FL	Disaster Debris Program Management / Sept. 2017–Sept. 2018 / 2,244,330 CY
Collier County, FL	DDMP and Debris Monitoring / Sept. 2017–July 2018 / 4,004,300 CY
Miami, City of, FL	Disaster Debris Program Management / Sept. 2017–July 2018 / 540,053 CY
Seminole County, FL	Disaster Debris Program Management / Sept. 2017–August 2018 / 824,534 CY
Brevard County, FL	Disaster Debris Program Management / Sept. 2017–March 2018 / 653,953 CY
Charlotte County, FL	Disaster Debris Program Management / Sept. 2017–June 2018 / 6,208 tons of debris
Pinellas County, FL	Disaster Debris Program Management / Sept. 2017–November 2018 / 380,000 CY
Holly Hill, City of, FL	Disaster Debris Program Management / September 2017–June 2018 / 46,876 CY
South Daytona, City of, FL	Disaster Debris Program Management / September 2017–March 2018 / 27,908 CY
West Palm Beach, City of, FL	Disaster Debris Program Management / September 2017–March 2018 / 76,687 CY
Hurricane Harvey – 2017 | Total Clients – 31 | Representative Clients:	
Corpus Christi, City of, TX	Disaster Debris Monitoring / August 2017–March 2018 / 536, 074 CY
Dickinson, City of, TX	Disaster Debris Monitoring / September 2017–April 2019 / 182,354 CY
Fort Bend County, TX	Disaster Debris Monitoring/Grant Management / Sept. 2017–June 2018 / 338,277 CY
Friendswood, City of, TX	Disaster Debris Management Services / August 2017–February 2018 / 135,957 CY
Harris County, TX	Disaster Debris Program Management / August 2017–May 2018 / 1,129,652 CY
Houston, City of, TX	Disaster Debris Monitoring / August 2017 – February 2019 / 2.5M CY
Humble, City of, TX	Disaster Debris Monitoring / September 2017–November 2017 / 22,737 CY
Katy, City of, TX	Disaster Debris Monitoring / September–November 2017 / 24,000 CY
League City, City of, TX	Disaster Debris Monitoring /September 2017–December 2017 / 116,461 CY
Montgomery County, TX	Disaster Debris Monitoring / September 2017–February 2018 / 119,572 CY
Nassau Bay, City of, TX	Disaster Debris Monitoring / September 2017–October 2017 / 6,323 CY
Pasadena, City of, TX	Disaster Debris Monitoring / September 6, 2017–September 27, 2017 / 30,164 CY
Pearland, City of, TX	Disaster Debris Monitoring / September 2017–October 2017 / 54,701 CY
Seabrook, City of, TX	Disaster Debris Monitoring / September 9, 2017–September 29, 2017 /1,592 CY
GA Tornadoes – 2017 | Total Clients – 2	
Albany County, GA	Disaster Debris Program Management / February 2017–September 2017 / 380,000 CY
Dougherty County, GA	Disaster Debris Program Management / February 2017–September 2017 / 540,000 CY
Hurricane Matthew – 2016 | Total Clients – 34 | Representative Clients:	
Brevard County, FL	Disaster Debris Program Management / October 2016–January 2017 / 820,779 CY
New Smyrna, City of, FL	Disaster Debris Monitoring Services / October 2016–January 2017 / 204,000 CY
St. Johns County, FL	Debris, C&D Monitoring / October 2016–May 2018 / 712,705 CY
Volusia County, FL	Debris Monitoring, Public Assistance / October 2016–February 2017 / 1,058,962 CY
Beaufort County, SC	Disaster Response Monitoring / October 2016–April 2017 / 1,609,243 CY
Hilton Head Island, SC	Debris Monitoring / October 2016–June 2017 / 2,187,080 CY
Port Orange, City of, FL	Debris Monitoring, Program Management / October 2016–January 2017 / 428,471 CY
Severe Storms and Flooding – 2016 | Total Clients – 2	
Ascension Parish, LA	Debris Monitoring and Financial Recovery / August 2016–May 2017 / 336,600 CY
Iberville Parish, LA	Debris Monitoring / August 2016–January 2017 / 50,000 CY
Severe Storms and Flooding – 2016 | Total Clients - 2	
Montgomery County, TX	Debris Program Management/Monitoring / April 2016–October 2016 / 35,000 CY
Lake County, CA	Debris Monitoring, PPDR / September 2015–February 2016 / 100,000 CY

Alabama and Recent Gulf Coast Experience

Tetra Tech has been serving clients along the Gulf Coast for nearly 20 years. Our team has responded to many disaster events throughout Alabama, Mississippi, Louisiana, and the Florida Panhandle, including hurricanes, tropical storms, tornadoes, and flooding. Tetra Tech also holds a contract with the Alabama Association of Counties for Regions 2, 3, 4, and 6. Tetra Tech was also recently awarded a pre-positioned debris monitoring contract with the Alabama Department of Transportation – Grove Hill Area. In addition to our disaster response, our team has assisted several Alabama agencies with emergency preparedness, training, and exercise projects.

Recent Gulf Coast Debris Monitoring Experience

Toward the end of 2020, the Gulf Coast was impacted by multiple back-to-back hurricanes: Hurricane Zeta, Delta, Sally, and Laura. In response, Tetra Tech assisted more than 30 communities with disaster debris monitoring operations, most of which ran concurrently throughout Alabama, Mississippi, Louisiana, Florida, and Texas.

Our management team was on the ground directly following these events to assess the damage and work with local communities to plan for and begin the recovery process. Tetra Tech responded immediately to our pre-positioned contracts by hiring local staff, deploying our ADMS, and beginning operations. Under a pre-positioned contract, our team was on the ground in Baldwin County, Alabama, within 4 hours from notice to proceed. Our project management team hired and trained 224 local debris monitors to oversee 12 debris management sites. Our team also certified over 100 debris hauling vehicles. In total, Tetra Tech has monitored **the removal and disposal of over 4,425,000 CYs of debris and almost 50,000 hazardous trees, leaners, hangers, and stumps throughout Baldwin County.** Our response also included projects in Dallas, Marengo, and Wilcox Counties in Alabama, providing disaster debris and hazardous tree removal monitoring throughout the counties and rural areas following Hurricane Zeta. Due to our local presence, expertise, and capacity, Tetra Tech was also selected to respond to a number of additional emergency contracts throughout the region.

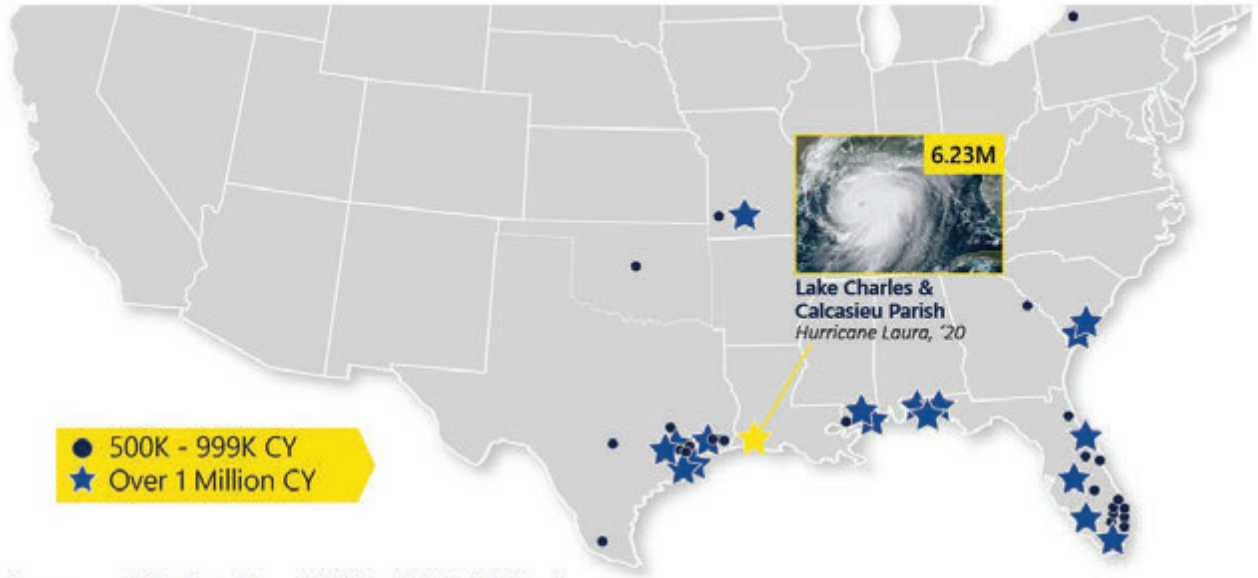
Alabama Tornado Experience

Just a few months ago, in March 2021, severe storms and tornadoes impacted parts of Alabama, including Calhoun County. **Tetra Tech was activated by Calhoun County under a pre-positioned contract to provide disaster debris monitoring services, which included the removal of 1,178 tons of debris and more than 7,000 hanging limbs and hazardous trees.** In the spring of 2014, following the destruction caused by tornadoes in Northern Alabama, Tetra Tech was activated in both Blount and Limestone Counties. Our staff immediately began hiring and training local staff and utilizing our ADMS to generate reports and monitor progress. **The team successfully monitored the removal of nearly 80,000 CYs of debris in only 2 days.** Our team later **assisted Lee County following the March 2019 tornadoes, which generated 170,000 CYs of vegetative debris and 6,000 tons of C&D debris**.

Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. In fact, ***more than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017–2018.***

Exhibit 4-3: Large Project Experience



Summary of Projects Over 1 Million (M) Cubic Yards

Houston, TX
Hurricane Ike, '08

Escambia County & Pensacola, FL
Hurricane Ivan, '04

Collier County, FL
Hurricane Irma, '17

Miami-Dade County, FL
Hurricane Irma, '17

Gulfport, MS
Hurricane Katrina, '05

Bolivar Peninsula, TX
Hurricane Ike, '08

Miami-Dade County, FL
Hurricane Wilma, '05

Harrison County, MS
Hurricane Katrina, '05

Harris County, TX
Hurricane Ike, '08

Hilton Head Island, SC
Hurricane Matthew, '16

Houston, TX
Hurricane Harvey, '17

Galveston, TX
Hurricane Ike, '08

Polk County, FL
Hurricane Irma, '17

Santa Rosa County, FL
Hurricane Dennis, '05

Beaufort County, SC
Hurricane Matthew, '16

Escambia County, FL
Hurricane Dennis, '05

Jefferson County, TX
Hurricane Rita, '05

Springfield, MO
Snowstorms, '07

Harris County, TX
Hurricane Harvey, '17

Volusia County, FL
Hurricane Matthew, '16

Photo Source | *FEMA.gov*

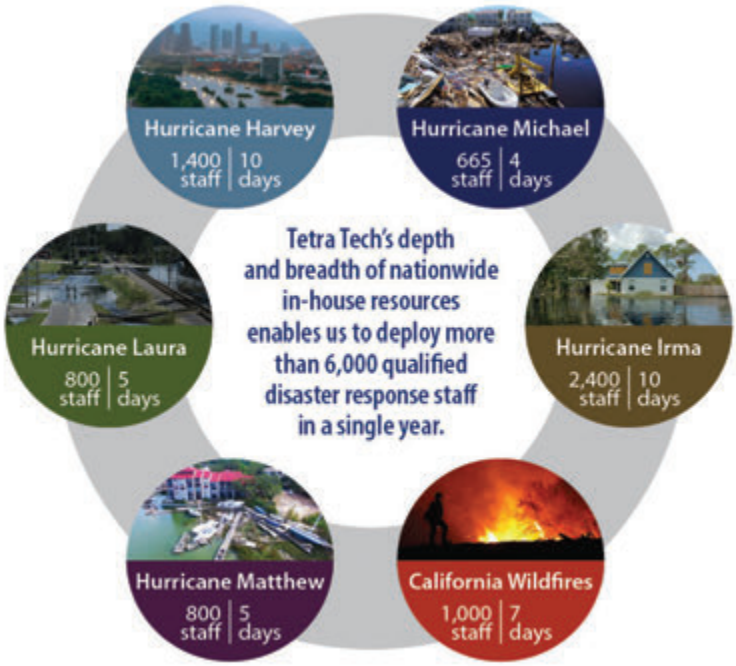
Firm Capacity to Respond to Multiple Simultaneous Contract Commitments

Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster.

Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. We have continuously supported the U.S. Environmental Protection Agency's (EPA) Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. Our team has responded to all types of incidents, including natural disasters such as floods, wildfires, tornadoes, and hurricanes; chemical fires, oil spills, and pipeline ruptures; and releases of unknown hazardous substances, chemical agents, and biological agents.

Tetra Tech routinely responds within 24 hours of receiving notice-to-proceed and is always ready to provide adequate staff based on client needs. (Exhibit 4-4). Our ability to respond rapidly is accelerated by utilizing the following:

Exhibit 4-4: Tetra Tech's Impressive Rapid Response



- **Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- **Immediate Response Staffing Plan:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Division and local hires. Upon notice of a potential mission assignment, a core management team will be assigned to provide a coordinated response immediately. Our management team consists of several senior staff from our incident management team with specific roles in Operations, Logistics, and Human Resources.
- **Ability to Hire Rapidly:** Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center which is designed to be quickly mobilized, transported, and set up to allow near-immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- **Fully Stocked Warehouse of Equipment:** Tetra Tech maintains a warehouse located in Orlando, Florida, with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice

Ability to Handle Multiple Contractual Obligations

As a United States Army Corps of Engineers (USACE) contractor for large-scale debris removal missions and a firm with multiple statewide contracts, Tetra Tech prepares and responds to multiple contractual obligations routinely by planning, implementing, and updating a concept of operations (CONOPS) plan. The Tetra Tech CONOPS provides the project team with established common processes for managing resources, timelines, schedules, problem resolution, and tasks.

Our internal structure mirrors the Incident Command System (ICS) structure, which allows the project team to scale as needed, coordinate responses, and adapt to match the needs and complexities of our response. Some positions within the Tetra Tech organization structure are responsible for field-level responsibilities, and some are an overarching support function for the project's needs. The Tetra Tech organizational structure also includes subcommittees or task forces who are assigned specifics tasks or support the resolution of problems identified.

Disasters and Simultaneous Contracts

- **Hurricane Laura: 18**
- **Hurricane Michael: 13**
- **Hurricane Florence: 12**
- **Hurricane Irma: 58**
- **Hurricane Harvey: 31**
- **Hurricane Matthew: 35**
- **Winter Storm Pax: 7**
- **Hurricane Sandy: 13**
- **Hurricane Isaac: 5**
- **Winter Storm Alfred: 19**
- **Hurricane Irene: 22**

We prepare our team and assess our resource reserves regularly by conducting firm-wide exercises. The firm-wide exercises test our readiness while also identifying areas for improvement. Topics that are continually addressed and refined are managing logistical deployment resources, recruiting, ADMS implementation, and changes necessary to comply with current federal guidance.

Abundant Resources to Facilitate Post-Disaster Recovery

In addition to Tetra Tech's multifaceted approach to handle multiple contractual obligations, Tetra Tech has ample resources to support large, concurrent operations. Furthermore, our disaster recovery resources are backed by Tetra Tech's corporate financial strength and capabilities. Tetra Tech is a financially sound and successful firm with fiscal year 2020 annual revenues of more than $3 billion and approximately 20,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2.

Total Personnel Available

At Tetra Tech, our ability to serve our clients begins and ends with our seasoned disaster recovery professionals. Our team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. The table below summarizes our total available staff in the event of an activation.

Resource	Total Number of Personnel Available
Management Team	
Project Principals	9
Project Managers	38
Operations Managers	42
Field Staff	
Field Coordinators (Crew Monitors)	4000*
Debris Site/Tower Monitors	120*
Field Supervisors (7:1 Monitor-to-Field Supervisor Ratio)	55*
Project Coordinators (50:1 Monitor-to-Project Coordinator Ratio)	35*

Available Equipment

Tetra Tech understands the critical nature of asset management and logistics following a disaster. To that end, Tetra Tech maintains a warehouse with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. ***Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.***

Field Documents* Currently in Our Warehouse	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms (Printer Rolls)	5,000
ADMS Ticket Stubs	800,000
Haul Out Ticket Stubs	300,000
Placards	4,000
Kits	
Project Manager Kits (1 Per 100 Monitors)	40
Project Coordinator Kits (1 Per 100 Monitors)	40
Human Resources Kits (1 Per 100 Monitors)	40
Collection Monitor Kits (1 Per 25 Monitors)	90
Disposal Monitor Kits (1 Kit Per Disposal Site)	100
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	40
Equipment**	
Laptops	480
Mifi (Mobile Wireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	*To Be Obtained from pre-contracted Vendor*
Modular Work Locations	*To be obtained from pre-contracted vendor*
Generators	*To be obtained from pre-contracted vendor*
Portable Facilities	*To be obtained from pre-contracted vendor*

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to fulfill supply needs in 24 hours or less.*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

Experience with FEMA Programs, Funding Issues, and Compliance Resolution

Our team's record of success spans over 320 state and local government clients in response to over 77 declared disasters, representing the recovery of more than $6 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients garnering and retaining 99.8 percent of the funds received. As experts in disaster recovery reimbursement, Tetra Tech technical advisors have worked with and, in some cases, are former employees of many of the federal and state funding agencies that will be providing federal grant support. With these relationships, many of the critical decisions and key issues can be addressed at the highest level. In addition, Tetra Tech's relationship with FEMA and the Alabama Emergency Management Agency (AEMA) has resulted in a collaborative, non-confrontational approach. This collaborative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates not only timely reimbursement but also a higher percentage of financial reimbursement to our clients.

As previous and current clients will attest, our relationship with these agencies has allowed us to be strong advocates for our clients' needs and to achieve truly successful results. Tetra Tech's highest priority throughout all cost recovery operations will be to serve as an advocate with FEMA and the State on behalf of the City.

Additionally, our team has worked closely with FEMA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process. Tetra Tech is able to maximize disaster debris reimbursement funding for the City based on the following:

- ***Ongoing Relationship with FEMA, Reimbursement Agencies, and Community Stakeholders:*** As a long-term leader in disaster recovery, Tetra Tech has developed strong relationships with agencies on Federal, State, and Local levels. Our team maintains strong relationships with United States Army Corps of Engineers (USACE), Alabama Emergency Management Agency, Alabama Department of Environmental Management, Alabama Department of Transportation, and local Solid Waste Authorities. Additionally, regular interface and communication with FEMA at the headquarters, Region 4, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.

- ***Procedures Tailored to FEMA:*** Our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the entire project.

- ***Comprehensive Understanding of FEMA Regulations:*** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.

- ***Team of Grant Experts to Assist with Funding and Audits:*** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

Exhibit 4-5: Recent Grant Funding Experience

Year	Client	Event	Program	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2020	Houston, TX	CV19	CRF	404,000,000						■	■			■			
2020	Palm Beach County, FL	CV19	CRF	261,000,000							■						
2020	Brevard County, FL	CV19	CRF	105,000,000							■						
2020	Volusia County	CV19	CRF	96,000,000							■						
2020	Commonwealth of Massachusetts	DR-4496	PA	200,000,000							■						
2020	Harris County, TX	DR-4855	PA	200,000,000						■	■			■			
2020	Houston, TX	DR-4855	PA	50,000,000						■	■			■			
2019	Harris County, TX	DR 4332	CDBG-DR, CDBG-MIT	1,200,000,000					■	■				■	■	■	
2019	Louisiana, State of	Multiple	PA	64,000,000	■				■	■	■	■	■	■	■	■	■
2019	Missouri, State of	DR 4451	PA	2,947,200							■			■		■	■
2019	Missouri, State of	DR 4435	PA	5,664,229							■			■		■	■
2018	Commonwealth of Puerto Rico	DR 4339	PA	60,000,000,000					■	■	■	■	■	■		■	
2018	City of Callaway, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	City of Lynn Haven, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	Dougherty County, GA	DR 4400	PA	10,000,000	■	■											
2018	City of Albany, GA	DR 4400	PA	10,000,000	■	■											
2018	Ventura County, CA	DR 4353	PA	100,000,000						■	■	■		■			
2018	Commonwealth of Puerto Rico	DR 4339	PA HMGP	60,000,000,000					■	■	■	■	■	■	■	■	■
2017	City of Houston, TX	DR 4332	PA	2,400,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of South Daytona, FL	DR 4337	PA	6,000,000			■	■	■	■	■	■	■	■			
2017	Fort Bend County, TX	DR 4332	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of Albany, GA	DR 4294 DR 4297	PA	14,000,000	■	■	■	■	■	■	■	■	■	■			
2017	Dougherty County, GA	DR 4297	PA	12,500,000	■	■	■	■	■	■	■	■	■	■			
2016	South Daytona, FL	DR 4283	PA	1,600,000													
2016	Volusia County, FL	DR 4283	PA	28,000,000	■	■	■	■	■	■	■	■	■	■			
2016	City of Port Orange, FL	DR 4283	PA	16,000,000			■	■		■	■	■		■			
2016	Beaufort County, SC	DR 4284	PA	56,000,000			■	■				■		■			
2015	Richland County, SC	DR 4241	PA HMGP CDBG-DR	4,000,000 8,700,000 23,500,000	■	■	■	■	■	■	■	■	■	■	■	■	
2015	City of Sumter, SC	DR 4241	PA HMGP	13,000,000	■	■	■	■	■	■	■	■					
2015	Lexington County, SC	DR 4241	PA						■	■	■	■					

Year	Client	Event	Program	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
			HMGP	1,600,000													
2015	Dorchester County, SC	DR 4241	PA	3,500,000	■	■	■	■	■	■	■	■					
2015	Montgomery County, TX	DR 4269 DR 4272	HMGP	15,000,000					■	■	■	■					
2015	Austin County, TX	DR 4269 DR 4272	PA	4,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Waller County, TX	DR 4269 DR 4272	PA	4,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Ascension Parish, LA	DR 4277	PA	20,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Walton County, FL	N/A	FMA	522,000						■	■	■					
2015	Fayette County, GA	DR 4259	PA	3,800,000	■	■	■	■	■	■	■	■	■	■			
2014	City of Napa, CA	DR 4193	PA	2,000,000	■		■	■	■	■	■	■		■			
2014 2015	City of Houston, TX	DR 4223 DR 4269 DR 4272	PA	60,000,000	■	■	■	■	■	■	■	■	■	■			
2013	Boulder County, CO	DR 4193	PA, HMGP	2,000,000			■	■				■					■
2012	State of New Jersey Department of Environmental Protection	DR 4086	PA	30,500,000	■	■	■	■	■	■	■	■	■	■			
2011	Virginia DOT	DR 4023	PA	3,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■
2011	State of Vermont	DR 4022	PA, HMGP	23,000,000	■		■	■	■	■	■	■		■			
2010	Hidalgo County, TX	DR 1931	PA	318,000	■	■	■	■	■	■	■	■	■	■	■		
2009	City of Daytona Beach, FL	DR 1840	HMGP	1,200,000	■	■			■	■	■	■	■	■	■	■	
2009	Volusia County, FL	DR 1840	PA	890,000		■			■	■	■	■	■	■	■		
2009	City of Austell, GA	DR 1858	PA	7,900,000	■	■	■	■	■	■	■	■					
2009	Clark Energy Co-op, KY	DR 1818	HMGP	500,000						■	■			■			■
2009	City of Newport News, VA	DR 1862	PA	280,000	■	■	■	■	■	■	■	■		■			
2009	City of Virginia Beach, VA	DR 1862	PA/SRL	2,000,000					■	■	■	■					
2008	City of Cocoa, FL	DR 1785	PA	200,000					■	■	■	■					
2008	Leon County/ City of Tallahassee, FL	DR 1785	PA	580,000	■					■	■	■		■			
2008	St. Johns County, FL	DR 1785	PA	870,000	■					■	■			■			
2008	Paxton Light Dept., MA	DR 1813	PA	150,000	■		■	■	■	■	■	■		■			
2008	Princeton Municipal Light Department, MA	DR 1813	PA	9,300,000	■		■	■	■	■	■	■		■			
2008	Sterling Municipal Light Dept.	DR 1813	PA	3,900,000	■		■	■	■	■	■	■		■			
2008	City of Alvin, TX	DR 1791	PA	2,100,000					■	■	■	■		■	■	■	■
2008	City of Angleton, TX	DR 1791	PA	6,000,000					■	■	■	■		■	■	■	■
2008	Cameron County, TX	DR 1780	PA	27,000,000	■	■	■	■	■	■	■	■		■	■	■	■
2008	Fort Bend County, TX	DR 1791	PA	15,300,000	■	■	■	■	■	■	■	■		■	■	■	■

FEMA Appeal Assistance and Support

Our team has a proven track record of success in assisting our clients with resolving disputes with funding agencies. This includes support post-obligation, audit, and the appeal process. We believe in remaining proactive in preventing further appeals, which requires frequent meetings with City partners, and FEMA representatives to foster relationships and communication whenever possible. Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direction of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the grantee or subgrantee. The three most common types of audits that we have supported within the first two years of disasters include:

Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

- Conducting pre-meeting with stakeholders
- Preparing compliance checklists
- Developing documentation notebooks
- Attending meetings and providing subject matter expertise support
- Responding to for Requests for Information

Elements of our audit support strategy include:

- Retain the Data: Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- Respond Quickly: Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- Maintain Communication: Establish weekly calls with auditors that provide visibility into what the City is doing.
- Stay Positive: Maintaining a positive spirit between the parties to foster a solution quickly.

Experience Defending Client's Interests During an Audit/Compliance Resolution

Tetra Tech's commitment to our client's needs begins before or immediately following the impact of a disaster debris-generating event and continues through the state and federal closeout processes. The following list demonstrates how we have helped our clients through disputes and appeals:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas, such as Fort Bend County and the City of Houston, along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA Region during first appeal.
- Our team supported the successful appeal of over $400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

Prior Performance on Contracts for Similar Scope and Size

Similar to the services being requested by the City, our team has successfully assisted over 320 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, ice storms, and the COVID-19 pandemic. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the City. Tetra Tech was the prime contractor for the following projects, and subcontractors were not utilized.

Disaster Debris Program Management | Baldwin County, Alabama – Hurricane Sally

Baldwin County is located along the Gulf Coast in southern Alabama and is the largest county in the state by area and 7th largest by population. In September 2020, Hurricane Sally made landfall in the City of Gulf Shores, leaving over 160,000 residents without power throughout the County. Hurricane Sally caused significant damage with damages estimated to be in the hundreds of millions of dollars.

Under a pre-positioned contract, the County called upon Tetra Tech to manage the removal of debris. Our team immediately responded to the County and were on site within 4 hours after receiving a notice to proceed.

Our on-site project management team rapidly mobilized debris operations, hiring and training 224 local debris monitors to oversee field debris removal and disposal at 12 DMS across the County. Tetra Tech utilized our proprietary ADMS, RecoveryTrac, to successfully collect an extensive amount of debris data and then established a geoportal to provide the County with real-time recovery operations reporting.

To date, ***our team has monitored the removal of over 1,978,870 cubic yards of debris, 39,469 hanging tree limbs, and 5,887 hazardous trees***. Our team continues to assist Baldwin County in responding to this storm and will remain by the County's side through their long-term recovery.

Cubic Yards: 4,425,280
Dates: September 2020 – December 2021
Approximate Force Laydown: Project Management Team and 370 monitors
Reference:
Terri Graham
Development and Environmental Director
22251 Palmer Street
Robertsdale, AL 36567
(251) 972-6878
TGraham@baldwincountyal.gov

Disaster Debris Program Management | Calcasieu Parish, Louisiana – Hurricane Laura

Hurricane Laura devastated Southeast Louisiana in September 2020, in the middle of an extremely active hurricane season. The storm displaced thousands of residents across Calcasieu Parish, caused extensive power outages, and created a huge amount of storm debris and downed trees.

As the standby debris monitoring contractor for Calcasieu Parish, our team was in communication with Parish officials before, during, and immediately after the hurricane's impact to assist the Parish. Our project management team deployed to the Parish and swiftly began debris operations and conducting outreach to hire local debris monitors.

Having facilitated a planning meeting with Parish officials only 3 weeks prior to impact, our Senior Management Team's familiarity with the Parish ensured seamless communication with Parish stakeholders throughout the mobilization process. Our team was able to rapidly begin the debris removal management process, including identifying and permitting of 15 debris management sites. In total, ***Tetra Tech has monitored the removal of an unprecedented 6.9 million cubic yards of debris, 32,745 hanging tree limbs, and 8,800 hazardous trees.*** Our team will stand by the Parish through its long-term recovery process.

Cubic Yards: 6,900,000
Dates: September 2020 – May 2021
Approximate Force Laydown: Project Management Team and 480 monitors
Reference:
Theresa T. Champeaux, Assistant Director of Public Works
1114 Ryan Street. P.O. Box 3287, Lake Charles, LA 70602
(337) 721-3700
tchampeaux@calcasieuparish.gov

Disaster Debris Monitoring | City of Pensacola, Florida – Hurricane Sally

The City of Pensacola is located in the Florida Panhandle of northwest Florida. Over the last 20 years, the City has been impacted by numerous disaster events, including Hurricane Ivan, Hurricane Dennis, the Deepwater Horizon Oil Spill, and a major flooding event. In September of 2020, Hurricane Sally strengthened into a Category 2 hurricane just prior to landfall near the Florida-Alabama border and significantly impacted the City.

Hurricane Sally resulted in significant wind and storm surge-related damage. The storm generated significant quantities of debris and devastated much of the marine infrastructure in the City. Tetra Tech has been serving as the City's disaster debris monitoring provider since 2004 following Hurricane Ivan. We were engaged with the City in the days before Sally's impact and responded to the City's Sanitation Department within hours after its impact to begin damage assessments and formulated a debris management mobilization.

As part of our Pensacola debris monitoring mobilization, we hired and trained more than 75 debris monitors within 72 hours. ***Tetra Tech monitored the collection of more than 574,000 cubic yards and over 4,500 hanging tree limbs***. We monitored disposal at three debris management sites and two final disposal sites. Our monitoring efforts included both the contract debris haulers vehicles as well as City of Pensacola trucks that assisted in the debris mission. In addition to traditional debris monitoring services, Tetra Tech assisted the City in identifying and opening additional debris management sites and assisted the City in cost-justifying a major amendment to the debris hauler's contract.

Cubic Yards: 574,000
Dates: September 2020 – December 2020
Approximate Force Laydown: Project Management Team and 110 monitors
Reference:
Mr. John Pittman
Sanitation Director
2759 North Palafox St.
Pensacola, FL 32501
(850) 860-2334
JPittman@cityofpensacola.com

Disaster Debris Removal Monitoring | City of Gulfport, Mississippi – Hurricane Zeta

The City of Gulfport is the second largest city in the State of Mississippi, with a population of approximately 68,000. Like all communities along the Gulf Coast, the City is highly susceptible to tropical weather impacts from multiple directions. The City, and the greater State of Mississippi, were severely impacted by Hurricane Zeta, the 27th named storm and 11th hurricane of the exceptionally active 2020 Atlantic hurricane season. Hurricane Zeta caused power outages and significant quantities of debris throughout the City. Tetra Tech responded within hours after the storm's impact to begin damage assessments and formulated a debris management mobilization.

Cubic Yards: 483,000
Dates: November 2021 – February 2021
Approximate Force Laydown: Project Management Team and 125 monitors
Reference:
Wayne Miller, Director of Public Works
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
(228) 214-2238

As part of our debris monitoring mobilization, we hired and trained more than 25 debris monitors within 72 hours and as many as 75 monitors at the peak of the project. ***Tetra Tech monitored the collection of more than 483,000 cubic yards and over 11,500 hazardous limbs and trees.*** Our work includes monitoring disposal at two debris management sites and one final disposal site.

Previously, Tetra Tech served as the City's disaster debris monitoring provider following Hurricane Katrina in 2005, which made landfall as a Category 4 storm, and was one of the largest debris operations in U.S. history at the time. The Tetra Tech Team was successful in assisting the City to develop a $43 million project worksheet, of which $21.5 million was federally obligated for spending almost immediately. Upon receiving funding, our team assisted the City in initiating its ROW debris removal operation, ROW leaner and hanger removal program, and debris removal from City parks. Additionally, our team assisted the City with several other debris removal programs, including hazardous food waste removal, residential and commercial private property debris removal, small craft harbor debris removal, and vehicle and boat removal.

Partnering with DBE Subcontractors and Good Faith Efforts

Should the need to partner with subcontractors arise, Tetra Tech has performed a Good Faith Effort outreach to subcontractors whose capabilities may benefit this project. ***The Good Faith Effort documentation is attached following this section.***

City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

As firm policy, Tetra Tech conscientiously looks for opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises where specific and individual capabilities complement our own for the benefit of the successful completion of a project. We have established working relationships with a number of small, women-owned, and minority-owned firms and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain a comprehensive file of the qualifications and experience of these firms to aid us in selecting appropriate subcontractors for specific project tasks.

In 2016, Tetra Tech was presented with the **Mentor of the Year Award by the U.S. Agency for International Development's Office of Small and Disadvantaged Business Utilization.** The Mentor of the Year Award annually recognizes a large prime contractor for effective development assistance given to a small business. Tetra Tech received the award at the USAID Annual Small Business Conference held on May 4, 2016, in Washington, DC.

Additionally, in February 2019, **Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.** Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority-owned, women-owned, small, and disadvantaged business enterprises.

Armanious, Marina

From: Armanious, Marina
Sent: Monday, May 24, 2021 12:36 PM
To: Armanious, Marina
Cc: TDR Contracts
Subject: Request for Qualification --Tetra Tech, Inc. -- City of Mobile Public Services Department RFP
Attachments: Mobile AL_2021 RFP for Disaster Debris Monitoring Consult Ser_.pdf

Tracking:

Recipient	Delivery
Armanious, Marina	Delivered: 5/24/2021 12:37 PM
TDR Contracts	
'tcotter@ETCorpVA.com'	
'gray@christycobb.com'	
'John.Mainwaring@DSEngineering.org'	
'christina.ruizdemolina@gmail.com'	
'kimberly.byrge@ohiotech.com'	
'rwentz@phantomscience.com'	
'mjanus@quietskiesinc.com'	
'chandrapa@ceassociates.com'	
'LEVON.RICH@RICHINVESTMENTS.NET'	
'ds_certifysba@dawsonohana.com'	
'dmahan@videoindustrial.com'	
'tsimpson@barrett-simpson.com'	
'JT@CHALLENGETESTING.COM'	
'michael@hgsengineeringinc.com'	
'sandra.cepeda@cepedasystems.com'	
'wendy.mcgee@yulista.com'	
'LARRY.DORSEY@DORSEY-DORSEY.COM'	
'Info@TheUnitLLC.com'	
'chris.eckroate@caprineeng.com'	
'dhamrick@sain.com'	
'horatio@itnoallc.com'	
'wbolton@bes-us.com'	
'mokukoyi@dcseng.com'	
'taz@morellengineering.com'	
'teresa.mathis@orion-eng.com'	
'lcopeland@soearth.com'	
'strangec@iit.com'	
'legandlburgejr@llburge.com'	

Good Afternoon,

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to Request for Proposal **City of Mobile Public Services Department, AL – Disaster Debris Monitoring & Consulting Services** (attached). Tetra Tech officially invites you to provide a **statement of qualifications** for services relevant to your organization, as described in the attached Solicitation.

This request for qualifications does not commit Tetra Tech or the City of Mobile to pay any costs incurred in the preparation and submission of a **statement of qualifications** in any form. Please understand **this is not a commitment to team** with any firms at this time. Tetra Tech, Inc. is only **pre-qualifying** firms to confirm how we are going to proceed.

If you intend to respond to this **request for qualifications**, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with the City of Mobile.
2. Please submit resumes for the key personnel that apply to your company's service capabilities.
3. If your company is a certified DBE, please provide relevant vendor identification number(s) and certificates.

All responses must be received no later than 12:00pm (noon) CST Wednesday June 02, 2021. However, it would be helpful if you provide your response as soon as possible!

Offeror must e-mail its proposal submission to: **Marina Armanious at Marina.Armanious@tetratech.com**

Questions regarding this solicitation shall be directed to **Marina Armanious** (phone: 407-448-8232 or Email: Marina.Armanious@tetratech.com).

Marina Armanious | Executive Assistant | Contracts Coordinator
Direct **+1 (321) 441-8511** | Mobile **+1 (407) 448-8232** | Fax **+1 (321) 441-8501** | Marina.Armanious@tetratech.com

Tetra Tech | Complex World, Clear Solutions™ | Tetra Tech Disaster Recovery
2301 Lucien Way, Suite 120 | Maitland, FL 32751 | tetratech.com

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Section 5

Project Management Team

5. Project Management Team

Overview

Tetra Tech has assembled a team of experienced disaster debris and federal grant management specialists with hands-on experience in recent disasters managing operations and documentation to maximize federal reimbursement. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal.

The established working relationship shared by the City and Tetra Tech provides our team with an in-depth understanding of the services the City will require following a disaster event. **Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster.**

250 FULL-TIME DISASTER RESPONSE EMPOYEES

+2,000+ ON-CALL EMPOYEES

10,000+ FIELD STAFF RAPIDLY MOBILIZED

100% IN-HOUSE STAFF EXPERTISE

95% FULL-TIME STAFF RETENTION RATE

MANAGEMENT TEAM **15+** YEARS with Tetra Tech

Tetra Tech Utilizes the Local Workforce

Tetra Tech maintains a vast database of field support staff and utilizes our Field Human Resources Hiring Center to advertise locally. We reach out to local workforce centers to utilize persons seeking employment in the community. Hiring locally reduces costs and helps boost the local economy.

Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in debris management, disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program

Dedicated Project Management Team

Our dedicated project management team has been carefully selected and assigned to this project based on their current workload and relevant experience. The team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations. **Résumés, which include education, professional licenses, and additional relevant experience, have been included at the end of this section.**

Personnel	Summary of Staff Qualifications
Simon Carlyle *Client Liaison*	Mr. Simon Carlyle brings over 15 years of experience and has been serving communities with disaster recovery efforts since Hurricane Ike in 2008. Mr. Carlyle has been directly involved in all phases of disaster recovery efforts and has developed significant knowledge of federal, state, and local regulations, allowing him to provide program and project management in response to some of the largest debris-generating disasters in the nation. This includes response to nearly 30 federally declared disasters, including Hurricanes Michael, Irma, Harvey, Matthew, Isaac, Irene, Katrina, Rita, Wilma, Gustav, Ike, and Sandy as well as numerous ice storms, wildfires, flooding events. This vast experience has given Mr. Carlyle extensive knowledge of special programs, including waterway debris removal monitoring, hazardous tree removal, stormwater management, and private property debris removal, just to name a few.
Steve Flukinger, P.E. *Client Liaison*	Mr. Flukinger is a Mobile resident and brings over 40 years of diverse leadership experience as a professional engineer, project manager, and operations leader executing technical services delivery, especially USACE AE engineering, environmental, disaster recovery, and construction services. He has worked extensively with FEMA and the Alabama Emergency Management Agency (AEMA) in response to Hurricanes Charley, Frances, Jeanne, Ivan, and Katrina. He served as project manager for the State of Alabama Temporary Housing mission, Hurricane Katrina USACE Mobile District. He served as principal in charge for the Alabama State Hazard Mitigation Plan Update through AEMA. Mr. Flukinger's project history also includes multi-million-dollar USACE Mobile District projects. Given his extensive project experience throughout Mobile and the State of Alabama, Mr. Flukinger brings thorough knowledge of the City.
Matt Mooneyham *Regional Manager*	Mr. Mooneyham has been a capital projects manager in various sectors for more than 12 years. He has experience in a variety of disciplines, including emergency management and disaster response, commercial construction, residential construction, local government infrastructure, and federal government construction. He has an in-depth understanding of FEMA guidelines and compliance, having served as project manager following several disasters, including Hurricanes Zeta, Sally, Michael, and Irma as well as flooding events. Most recently, Mr. Mooneyham was deployed as regional manager for clients across Mississippi following Hurricane Zeta, where he provides program oversight, forecasting, and quality assurance. Mr. Mooneyham also facilitates daily briefings for project stakeholders.

Personnel	Summary of Staff Qualifications
Frank Guthman, P.E. *Project Manager*	Mr. Guthman is a civil engineer for Tetra Tech. He has supported a wide range of disaster recovery, land development, and improvement projects for public and private clients. He has managed several large program management and debris monitoring projects, ensuring FEMA compliance with the Public Assistance Program and Policy Guidelines. This includes the City of Lake Charles, Louisiana, following Hurricanes Laura and Delta, where Mr. Guthman assisted with project initiation, identification of five local debris management sites, and the hiring and training of over 250 local field monitors. Mr. Guthman has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security, response, and recovery.
Katie Taylor *Field Supervisor*	Ms. Taylor brings over 15 years of experience managing various sectors of the disaster/construction industry. Her expertise includes federal/military construction, state government, and emergency management and response. Ms. Taylor has completed millions of dollars of federal projects from building construction, remodeling, painting, and demolition to infrastructure including roadway projects as well as large-scale asbestos abatement projects. Ms. Taylor has served as project manager/operations manager following Hurricanes Ivan, Katrina, Michael, Florence, Irma, and most recently, Hurricane Zeta in Mississippi. Mr. Taylor's tasks have consisted of identifying, hiring, and training local staff; quantifying debris quantities; documenting of force account labor and equipment usage; and general project oversight.
Paris Atkinson *Clerical Supervisor/Data & Technical Manager*	Ms. Paris Atkinson is a senior data manager and billing/invoice analyst with over 15 years of experience. Her responsibilities include data management, management of monitoring documentation for FEMA, invoice reconciliation, and the use of our ADMS. She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the FHWA Emergency Relief (ER) Program and FEMA Public Assistance (PA) program.

Senior Management Team

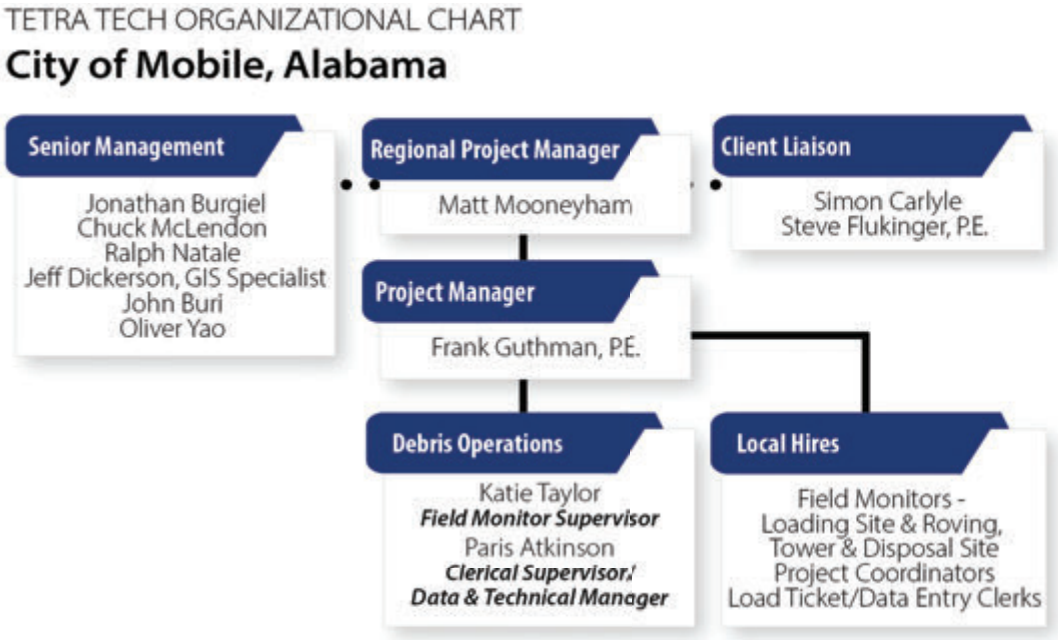
Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 30+ years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to communities in Puerto Rico (Hurricane Maria); Miami Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.
- **Mr. Chuck McLendon** has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 29 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Mr. McLendon has served as principal in charge for 30+ major disaster activations, including projects totaling more than 150 million CYs of debris and upwards of $2.5 billion in FEMA PA reimbursement.

- **Mr. Ralph Natale** is an expert in FEMA PA Grant Program reimbursement policies and has administered nearly 230 projects in his 15-year career. Mr. Natale has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including Hurricanes Harvey, Irma, Matthew, Katrina, Ike, and Sandy. This includes managing and documenting the removal of over 46 million CYs of debris and over 1.3 million hazardous trees. This and the program management of over 9,600 demolitions total over 2.5 billion dollars of reimbursed invoices. He currently serves as principal in charge for several of the firm's response efforts for 38 communities following Hurricane Harvey in Texas.
- **Mr. Jeff Dickerson** has more than 30 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 16 years of experience. Mr. Buri has provided senior management oversight on 22 major disaster declarations for over 100 clients since 2007, representing over $6 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with each disaster recovery operation. Mr. Buri also is familiar with FEMA Hazard Mitigation Assistance, HUD CDBG-DR, and disaster funding strategies for local and state governments.
- **Mr. Oliver Yao** has over 15 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, Sandy, Matthew, and Harvey. Mr. Yao has developed standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit. He has also provided local governments across the country with debris management consulting services. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments with FEMA appeals following Hurricanes Charley, Frances, Jeanne, and Matthew.

Organizational Chart

The exhibit below shows our proposed project team organizational structure.



TETRA TECH

Simon Carlyle
Client Liaison

EXPERIENCE SUMMARY

Mr. Simon Carlyle brings over 15 years of experience, and has been directly involved in all phases of disaster recovery efforts, and has developed significant knowledge of federal, state, and local regulations, allowing him to provide program and project management in response to some of the largest debris-generating disasters in the nation. Mr. Carlyle has responded to nearly 30 federally declared disasters including Hurricanes Michael, Irma, Harvey, Matthew, Isaac, Irene, Katrina, Rita, Wilma, Gustav, Ike, and Sandy as well as numerous ice storms, wildfires, flooding events.

FEATURED EXPERIENCE

Senior Management Oversight (September 2020 – Ongoing)
Hurricane Sally | Baldwin County, Florida
Mr. Carlyle was coordinated with County officials and the solid waste department before and after Hurricane Sally hit the area. Mr. Carlyle assisted with setting up infrastructure and staffing. Mr. Carlyle oversees coordination with the County's debris removal contractor, and assists with daily reporting to County officials and stakeholders.

Regional Manager (August 2020 – Ongoing)
Hurricane Laura | Multiple Louisiana Communities
Hurricane Laura has made a devastating impact on the State of Louisiana, making landfall as a category 4 storm. Mr. Carlyle is currently responding to 10 Cities and Parishes across Louisiana, managing multiple operations.

Regional Manager (September 2019 – November 2019)
Tropical Storm Imelda | Jefferson County & Orange County, Texas
Tropical Storm Imelda impacted the gulf coast of Texas in September 2019, causing an estimate of $5 billion dollars. Tetra Tech assisted several Texas communities with the subsequent disaster debris removal program. Mr. Carlyle served as a regional project manager for Jefferson County and Orange County Texas, two longtime Tetra Tech clients. Mr. Carlyle managed the removal of roughly 100,000 cubic yards of debris.

Regional Manager (October 2018 – February 2019)
13 Counties in SW Georgia | Hurricane Michael - USACE
Our team was activated to provide debris monitoring and documentation support to 14 Counties in Southwest Georgia. Mr. Carlyle served as regional manager overseeing field operations and client liaison. At peak, Tetra Tech had over 500 staff in the field overseeing and documenting the collection of nearly 4.8 Million cubic yards of debris

Regional Manager (September 2018 – October 2018)
Multiple Clients in the State of North Carolina | Hurricane Florence
In the immediate aftermath of Hurricane Florence, Mr. Carlyle was deployed to Eastern North Carolina, serving as a regional manager 15 Towns, Cities and Counties.

YEARS OF EXPERIENCE

15 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement
- Debris Site Permitting
- Public Information Campaigns
- Project Staffing
- Contract Management
- Public Information

GRANT EXPERIENCE

- FEMA PA
- FHWA ER Program
- NRCS

DISASTERS

- 4466 TX TS Imelda
- 4464 SC Hurricane Dorian
- 4419 AL Tornado
- 4400 GA Hurricane Michael
- 4393 NC Hurricane Florence
- 4344 CA Wildfire
- 4337 FL Hurricane Irma
- 4339 PR Hurricane Maria
- 4332 TX Hurricane Harvey
- 4280 FL Hurricane Hermine
- 4272 TX Severe Flooding
- 4269 TX Severe Flooding
- 4166 SC Winter Storm
- 4115 SD Winter Storm
- 4087 NJ Hurricane Sandy
- 4084 LA Hurricane Isaac
- 4029 TX Wildfires
- 4024 NC Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 TX Hurricane Ike
- 1786 LA Hurricane Gustav
- 1676 MO Winter Storms
- 1609 FL Hurricane Wilma
- 1606 TX Hurricane Rita
- 1602 LA Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety

Regional Manager (September 2017 – June 2018)

Multiple Clients in the State of Florida | Hurricane Irma

Hurricane Irma was the most powerful storm to make landfall in Florida since Hurricane Wilma in 2005. In the immediate aftermath, Mr. Carlyle was deployed to the Gulf Coast of Florida, serving as a regional manager for nearly 20 Cities and Counties.

Regional Manager (August 2017 – December 2018)

Multiple Clients in the State of Texas | Hurricane Harvey

Mr. Carlyle was immediately deployed to the State of Texas, serving as a regional manager for multiple communities damaged by the storm. During the initial ramp-up of debris operations, Mr. Carlyle worked directly with impacted Cities, Counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the County's cities and towns to City and County staff.

- Brazoria County
- City of Pearland
- City of League City
- City of Dickinson
- City of Corpus Christi
- Nueces County
- County of Orange
- County of Galveston

Regional Program Manager (March - August 2016)

Counties of Harris, Montgomery, Waller and Brazoria, Texas

As a key member of Tetra Tech's response team, Mr. Carlyle was critical in the immediate coordination of debris removal activities for multiple clients. Mr. Carlyle was main responsibilities included training project staff, coordinating with debris haulers to schedule debris removal, working with the Texas Commission on Environmental Quality to permit temporary debris management sites, establishing reporting protocols and assisting with the development of several unique public information campaigns

Public Information Campaign, Producer (May 2015)

Houston-Galveston Area Council

Mr. Carlyle worked closely with H-GAC staff to develop informational and instructional graphics in both English and Spanish to be posted on public websites and printed for distribution following a debris-generating event. In addition, Mr. Carlyle produced four separate videos in both English and Spanish to be broadcast on social media and local networks immediately following an event. The coordinated efforts between Tetra Tech, H-GAC, and local governments have been successful in educating the general public post-disaster.

Project Manager (September 2011–May 2012)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Carlyle led our team of experts in initializing Bastrop County's recovery effort. Mr. Carlyle was integral in obtaining expedited project worksheets, coordinating with FEMA to develop disaster-specific documentation protocols, initiating a private property debris removal program, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Project Manager (September 2008–October 2009)

City of Galveston, Texas | Hurricane Ike Program Management of Debris Removal from Subsurface Stormwater Management System

Mr. Carlyle was mobilized to set up protocols and manage Hurricane Ike-related debris removal from subsurface storm drains and the removal of trees that had been rendered lifeless due to saltwater intrusion. Mr. Carlyle worked closely with the City's public works and engineering departments as well as FEMA to establish documentation protocols that would satisfy FEMA requirements and minimize paperwork and costs to the City of Galveston.

TETRA TECH

Steven R. Flukinger, P. E.

Client Liaison

EXPERIENCE SUMMARY

Mr. Flukinger is a mobile resident and brings over 40 years of diverse leadership experience as a professional engineer, project manager, and operations leader executing technical services delivery, especially USACE AE engineering, environmental, disaster recovery and construction services. He has worked extensively with FEMA and the Alabama Emergency Management Agency (AEMA) in response to Hurricanes Charley, Frances, Jeanne, Ivan, and Katrina. He served as project manager for the State of Alabama Temporary Housing mission, Hurricane Katrina USACE Mobile District. He served as principal in charge for the Alabama State Hazard Mitigation Plan Update through AEMA. Mr. Flukinger's project history also includes multi-million dollar USACE Mobile District projects.

RELEVANT EXPERIENCE

Program Manager – AE Services for Civil Works Planning and Design, USACE Mobile District, (2010-2015); $7MM.focused on the Mississippi Coastal Improvement Program (MsCIP), barrier island replenishment, biological studies, and hydrologic modeling support for the AOR watersheds and USACE riverine water management and dam operations including lend capacity.

Program Manager – Construction Management Services for USACE Mobile District AOR and CONUS (2002-2013) Approx $30MM including New York, Wilmington, Memphis, and Mobile assignments. Multiple contracts ranging from $3MM to $12MM construction/Title II services delivered over 15 years. Included BRAC MILCON contractor surveillance as part of USACE Area Engineering Operations at Maxwell AFB, Gunter Annex, Anniston Army Depot, Hurlburt Field, Duke Field, Eglin AFB, Tyndall AFB, and the 77th Special Forces Complex. Also included Federal hurricane and flood disaster debris mgmt response assignments in Florida, Alabama, Mississippi, and Louisiana following Hurricanes Jeanne, Charley, Frances, Ivan, Katrina, and Wilma and Rita; including Blue Roof, Debris Removal, Technical Assistance, and Temporary Housing missions.

Project Manager – Ventilation and Hazardous Waste Incinerator (HWI) Modifications, USACE Mobile, Center for Domestic Preparedness COBRATF, Anniston, AL (2011) $135K Managed a task order to characterize and deliver a maintenance repair/replacement contract for a specialized HWI intended for mass casualty response and hazardous, toxic, and biological waste incineration in the event of a terrorist or domestic unrest incident.

EDUCATION

BME, Mechanical Engineering, 1980, Georgia Institute of Technology

AREA OF EXPERTISE

Program Management –

- Engineering and Environmental programs
- Construction Management
- Disaster Response

REGISTRATIONS/ AFFILIATIONS

Professional Engineer, AL, 1985, 15308

TRAINING/CERTIFICATIONS

Certified Project Manager (URS)

OFFICE

Mobile, Alabama

YEARS OF EXPERIENCE

40

AWARDS

MACE 2017 Engineering Manager of the Year
SAME Mobile Post– 2013 Regional Vice President's Medal for Outstanding Service
MACE 2002 Mechanical Engineer of the Year

Project Manager – Ft. Buchanan Water System Improvements, Puerto Rico, USACE Mobile District (2014-2015) $300K Netzero Water System study for US Army post-wide Caribbean garrison water system dynamic modeling, metering evaluations and improvements under HQ USACE Energy tasker requiring significant repairs.

Project Manager; Deepwater Horizon GIS Operations Centers and NRDA Aerial Data Project; BP/FEMA Joint NIMS Command; Mobile AL and Houma LA Command Centers; (2010); Cost $4.6MM
Principal in Charge and Project Manager – Tasked by BP, implemented 24/7 GIS operations in support of BP and USCG NIMS organization during Deepwater Horizon Gulf oil spill response, States of FL, AL, MS, LA, and TX. Command Center POC to Mobile and Houma incident staffs, including establishment of enhanced incident GIS

production supporting movements of field teams in multiple missions: water quality, slick location instrumentation, boom deployment, wildlife screening, H&S, supply and logistics. Installed Command Center multi-screen ops displays of maritime traffic and forward ops, and live feed broadcasts from contaminated coastal sites and boom deployment op centers to main command centers. Assisted state agency teams, and NOAA, NFWF, EPA, and USCG leadership. Proposed and won approval from Command staff and 1st Air Force CG Tyndall for USAF-facilitated aerial video record of the 5-state coastal shoreline for future NRDA/Dept of Interior data conflict support.

Principal in Charge – State Hazard Mitigation Plan Update, State of Alabama Emergency Management Agency AEMA $600K (2008) Led FEMA practice-based planning team on evaluation and required update of the state's HMP in accordance with government criteria, including statewide stakeholder coordination, public comment, and county EMA program and multi-agency responder principals.

Principal in Charge – DFIRM Production, State of Alabama Office of Water Resources FEMA flood mapping program $750K (2006-2007) Federally-funded state-managed DFIRM update production for multiple Alabama Counties for the State of Alabama.

Project Manager – FEMA Education Facilities Shelter Suitability Assessments, SW Alabama Red Cross $145K (2006) Region-wide structural capacity assessments of school system facilities capacity to function as publicly available disaster shelters during wind and water events.

Project Manager, Emergency Dredging Project in Mobile Harbor post-Hurricane Katrina, USACE Mobile District and Shell Oil; Mobile, Alabama; (2005); $1.6MM. tasked by Shell, and with power outages and refineries shut down along the Gulf Coast following landfall, regional fuel supplies dwindled and responder/repair travel capability rapidly declined. Shell's refinery in TX converted a ship for gasoline service and traveled east, but could not berth at the terminal due to a draft constraint from storm induced harbor silting. Proposed and won approval from Shell Oil and US Army Corps of Engineers, Mobile District to emergency dredge the offload terminal using the Federal DMMA (typically against regs). Was attached by Corps Operations to the waterways hazard team guiding USCG submerged debris clearing actions in the Federal channel in Mobile Bay and the harbor to coordinate safe dredging and ship access. Following dredging and fuel offloading, regional gas stations were quickly refilled and returned to operation in southern Alabama and the panhandle of Florida.

Project Manager / Lead Task Order Coordinator – Mobile Disaster Field Office, Region IV FEMA Mitigation Branch, Hurricane Ivan (2004) $1M – Technical Supervisor for firm's Technical Assistance Contract personnel deployment as member of the incident's Mitigation Assessment Team; tasks included Structural Assessments, Repetitive Loss Assessments, Coastal High Water Marking, and Coastal Zone High Rise Structural Assessments, Mobile and Baldwin Counties Alabama.

Project Manager / Task Order Coordinator, Federal Emergency Management Agency (FEMA) – Coastal and Riverine High Water Marking, States of Alabama, Mississippi, Louisiana, Texas, Hurricane Katrina (2005) $400K-.comprehensive central Gulf Coast assessment of storm surge rack lines and scientific documentation necessary to support calibration of Federal storm surge modeling and subsequent DFIRM mapping decision making by Gulf Coast states from Florida to Texas. Katrina was a milestone incident, forcing a rethinking of key technical assumptions upon which previous scientific (ADCIRC, SLOSH and other) modeling, and significant Flood Insurance map zoning was based. This team discovered and documented the ultimately third-party-validated and official, Federally-accepted highest high water mark of Hurricane Katrina.

Project Manager – State of Alabama Temporary Housing mission, Hurricane Katrina USACE Mobile District (2005) $1.4MM. Developed response teams and deployed 36 personnel to SW coastal Alabama for four months to perform assessments, applications and installations of clearances and utilities (power, sewer) to residential victims of Hurricane Katrina. Teams of personnel (including Asian multi-linguals) were trained and deployed per USACE Mobile site supervisors in a dynamic, population-serving mission facilitating the installation of temporary trailers for families who lost homes and had no lodging.

Project Manager – Central Florida Blue Roof Program, Hurricanes Charley, Frances and Jeanne USACE Mobile District (2004) $7MM. Developed response teams and deployed 80 personnel to central Florida for four months to perform assessments, applications and installations of blue roof tarps to residential victims of hurricanes. Rotating teams of personnel were trained and deployed per USACE Mobile site supervisors in a dynamic, population-serving mission complicated by two additional storms, subsequent added disasters in the same locations, shortages of fuel and lodging, and disaster-stressed populations.

TETRA TECH

Matthew R. “Matt” Mooneyham

Regional Project Manager

EXPERIENCE SUMMARY

Mr. Mooneyham has been a capital projects manager in various sectors for more than 12 years. He has experience in a variety of disciplines including commercial construction, residential construction, local government infrastructure, federal government construction, and emergency management and disaster response. He has completed millions of dollars of infrastructure projects including housing, road and bridge, storm water, other large-scale capital projects. He has an in-depth of understanding of FEMA guidelines and compliance having served as project manager following several disasters, including Hurricanes Zeta, Sally, Michael, and Irma, as well as flooding events.

RELEVANT EXPERIENCE

Regional Manager (December 2021 – Present)

Various Mississippi Clients I Hurricane Zeta

Mr. Mooneyham is currently serving as regional manager for the Cities of Gulfport, Diamondhead, Waveland, and Hancock County, Mississippi that were affected by Hurricane Zeta. Mr. Mooneyham rapidly mobilized to the area within hours of the event to assist in ramping up debris operations. He is responsible for program oversight, task order preparation, forecasting, and quality assurance. He also facilitates daily briefings for project stakeholders that includes progress mapping, reporting, and transparency into field staffing numbers.

Project Manager (September 2020 – November 2020)

City of Pensacola, Florida I Hurricane Sally

Mr. Mooneyham served as Project Manager for the City of Pensacola, Florida. Hurricane Sally resulted in high winds as well as catastrophic storm surge and flooding to the greater Pensacola area. Immediately following the event, Mr. Mooneyham was in communication with City officials and the City Sanitation and Parks department to formalize a plan for debris removal. To date, Tetra Tech has monitored the removal of over 574,000 cubic yards of debris.

Project Manager (August 2020 – September 2020)

City of Lake Charles, Louisiana I Hurricane Laura

Following Hurricane Laura, Mr. Mooneyham was activated as project manager for the City of Lake Charles. Mr. Mooneyham’s responsibilities included: training project staff, coordinate with debris haulers to schedule debris removal operations, establishing reporting protocols, and health and safety. To date, Tetra Tech monitored the removal of over 469,000 cubic yards of debris.

Project Manager (October 2017 – May 2018)

City of Springfield, City of Parker, and City of Callaway, Florida | Hurricane Michael

Following Hurricane Michael, Mr. Mooneyham was deployed as the project manager for the City of Springfield, City of Parker, and the City of Callaway. Mr. Mooneyham can manage all three projects through coordination with

YEARS OF EXPERIENCE

12 years

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Private Property Debris Removal
- Disposal Operations
- Quality Assurance Initiatives
- FEMA Compliance Monitoring
- Supervision of Field Operations
- Operational Scheduling and Dispatch
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS

- 4576 Hurricane Zeta
- 4564 Hurricane Sally
- 4559 Hurricane Laura
- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4337 Hurricane Irma
- 1551 Hurricane Ivan
- BP Deepwater Horizon Oil Spill
- Escambia County Flooding Event, May 2014

EDUCATION

Pensacola State College
Associate of Arts, General

designated operations managers for each City. Mr. Mooneyham provides project oversight to verify quality control, project reporting, safety procedures, and best business practice debris monitoring protocols are being adhered to on each project.

Project Manager (September 2018 – October 2018)

City of New Bern, North Carolina | Hurricane Florence

Following Hurricane Florence, Mr. Mooneyham was deployed as the project manager for the City of New Bern. Mr. Mooneyham's responsibilities included training project staff, coordinate with debris haulers to schedule debris removal operations, establishing reporting protocols, and health and safety. Mr. Mooneyham also supported the client in establishing a private road debris removal program.

Project Manager (October 2017 – May 2018)

Polk County and Highlands County, Florida | Hurricane Irma

Following Hurricane Irma in September of 2017, Mr. Mooneyham provided project management services to both Highlands County and Polk County in Central Florida. He provided daily oversight of monitors and staff, offered guidance and expertise on FEMA guidelines, and acted as client relations contact for the County representatives. He was responsible for the daily operations, data management, documentation, QA/QC, and overall program efficiency, quality, and cost management.

Capital Project Manager (May 2014 to October 2014)

Escambia County, Florida | Severe Flooding

Following a FEMA declared flooding event in 2014, Matt took a lead role for the Escambia County Public Works Dept. in coordinating damaging assessment, emergency repair, and permanent repair activities for the County. This work included over 700 sites of damaged infrastructure. Mr. Mooneyham acted as a direct liaison to FEMA and FDOT District 3 to coordinate repair efforts and maximize eligible FEMA and FHWA funds.

TETRA TECH

Frank H. Guthman III
Project Manager

EXPERIENCE SUMMARY

Mr. Guthman is a Civil Engineer for Tetra Tech. He has supported a wide range of land development and improvement projects for public and private clients. Tasks have included providing construction phase services, Resident Engineering duties, grading, drainage, utility design and site layout. He has also managed large program management and debris monitoring projects, ensuring FEMA compliance of the Public Assistance Program and Policy Guidelines. As such, he has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.

RELEVANT EXPERIENCE

Debris Group Supervisor (November 2020 – January 2021)

CalRecycle | Northern Branch Complex Fires 2020

Mr. Guthman was the debris group supervisor for hazardous tree assessment and hazardous tree removal program where he oversaw a team of monitors and trained arborists monitoring the removal of hazardous trees in the right-of-way.

Project Manager (August 2020 – November 2020)

City of Lake Charles, LA | Hurricanes Laura and Delta

Mr. Guthman served as project manager for the City of Lake Charles, following subsequent hurricanes, Hurricane Laura and Hurricane Delta, which caused devastating damage to the City. Mr. Guthman assisted with project initiation, identification of 5 local debris management sites, and the hiring and training of over 250 locally hired debris monitors. To date, Tetra Tech has monitored the removal of over 4 million CYs of debris from the City.

Operations Manager Chattanooga (April 2020 – June 2020)

City of Chattanooga, TN | Severe Storms and Tornadoes

The City of Chattanooga, TN was impacted by one of the larges tornado outbreaks in the state's History. Having not experienced a debris generating event of this magnitude, the City immediately contracted with Tetra Tech to guide staff through a turn-key recovery effort. Mr. Guthman served as operations manager for the project where he assisted with hiring of local monitors, health and safety, and project oversight. In total, Tetra Tech monitored the removal of 322,000 CYs of vegetative debris and construction and demolition debris. The project also included monitoring debris removal from the City' parks.

Operations Manager (March 2020 – May 2020)

City of Nashville, TN | Severe Storms and Tornadoes

In the early morning of March 3rd, 2020, a powerful weather band produced 2 tornadoes that ripped through the City of Nashville, TN. Within hours of impact, Tetra Tech was mobilized to meet with City officials. As Operations Manager, Mr. Guthman assisted with implementation of Tetra Tech's ADMS,

YEARS OF EXPERIENCE

5

EDUCATION

BS, Civil Engineering, Discipline, Roger Williams University, School of Engineering, 2013

REGISTRATIONS / CERTIFICATIONS

Project Management I,
OSHA 40-Hour HAZWOPER,
OSHA 10-Hour Safety,
FAA Licensed Drone/SUAS Remote Pilot,
Xactimate 28 Level 1 Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

DISASTERS

- 4558 CA Northern Branch Fire
- 4570 Hurricane Delta
- 4559 Hurricane Laura
- 4541 TN Tornado (Chattanooga)
- 4476 TN Tornado (Nashville)
- 5278 Camp Fire
- 4393 NC Hurricane Florence
- 4385 CT Severe Storms
- 4337 FL Irma
- 4286 SC Matthew

hiring and training of local field staff, identification of debris management sites, and project oversight. For this project, Tetra Tech worked quickly and efficiently to monitor the removal of over 300,000 CYs of debris in roughly 90 days.

Butte County, CA – Operations Section Chief, Camp Fire. Mr. Guthman serves as a Deputy Operations Section Chief overseeing the debris removal operations for the east portion of the City of Paradise. The project is projected to require the demolition and debris removal of nearly 13,000 structures.

North Carolina – Regional Project Manager, Hurricane Florence. Following shortly after Hurricane Florence devastated the Eastern shores of the Carolinas, Mr. Guthman served as the project manager assisting Craven County, Town of New Bern, Town of Trent Woods, and Town of River Bend during the ROW disaster debris removal monitoring operations.

Town of New Fairfield, CT – Project Manager, 2018-May Macroburst. Following shortly after the macroburst devastated central parts of Connecticut, Mr. Guthman served as the project manager assisting the Town of New Fairfield during the ROW disaster debris removal monitoring operation.

Town of Brookfield, CT – Project Manager, 2018-May Macroburst. Following shortly after the macroburst devastated central parts of Connecticut, Mr. Guthman served as the project manager assisting the Town of Brookfield during the ROW disaster debris removal monitoring operation.

Collier County – Project Manager, Hurricane Irma. Following Hurricane Irma's impact in South Florida, Mr. Guthman mobilized to Naples, FL where he served as project manager and assisted Collier County with waterway disaster debris removal monitoring operations.

Miami Dade County Parks and Miami Dade County Fire Rescue – Project Manager, Hurricane Irma. Mr. Guthman assisted Miami Dade County Parks and Miami Dade County Fire Rescue immediately after Hurricane Irma struck South Florida. Mr. Guthman managed the logistics for the debris removal monitoring operations and supervised the debris management sites used to process the debris.

City of Miami – Project Manager, Hurricane Irma. Following Hurricane Irma's impact in South Florida, Mr. Guthman deployed to the City of Miami where he served as project manager and assisted the City of Miami with disaster debris removal monitoring operations.

Hilton Head Island, South Carolina – Operations Manager, Hurricane Matthew. Mr. Guthman served as operations manager where he was responsible for implementing Tetra Tech's work plan, staffing, dispatching field personnel, and overseeing adherence to safety protocols. He also oversaw truck certifications, field and disposal operations.

Massachusetts Convention Center Authority, Boston Convention and Exhibition Center, South lot Remediation, Boston, MA, 2016 to Present –Tetra Tech is providing permitting, design and construction-phase services related to remediation work at the South Parking Lot at the Boston Convention and Exhibition Center in South Boston, MA. Duties include submittal review, SWPPP inspections, on-site inspection of construction/remediation activities, progress meetings and review of contractor payment requisitions.

Massachusetts Convention Center Authority, Boston Convention and Exhibition Center, D Street Parcel Landscape Improvements, Boston, MA, 2015 to 2016 – Provided construction oversight for improvements to the D Street parcel adjacent to the Boston Convention Center & Exhibition Center. Tetra Tech provided permitting, design and construction-phase services for interim landscape improvements to accommodate hotel and potential retail development along D Street. The project consisted of improvements to Claflin Street, new pedestrian walkways, a tent for vendors and events, and associated drainage and utility improvements.

TETRA TECH

Katie Taylor

Field Supervisor

EXPERIENCE SUMMARY

Ms. Taylor brings over 15 years of experience managing various sectors of the disaster/construction industry. Her expertise includes federal/military construction, state government such as, Florida Department of Transportation and the Florida Department of Environmental Protection, and emergency management and response. Ms. Taylor has completed millions of dollars of federal projects from building construction, remodeling, painting, demolition, to infrastructure including roadway projects as well as large scale asbestos abatement projects. Ms. Taylor has served as Project Manager/Operations manager following Hurricanes Ivan, Katrina, Michael, Florence, Irma, and most recently Hurricane Zeta in Mississippi.

RELEVANT EXPERIENCE

Project Manager (2021)

City of Gulfport, Mississippi | Hurricane Zeta

Gulfport is the second largest city in the State of Mississippi. In late October 2020 the City, and the greater part of the State, were severely impacted by Hurricane Zeta. Ms. Taylor immediately mobilized to the City to begin monitoring debris removal operations. Ms. Taylor assisted in identifying, hiring and training local staff; quantifying debris quantities; documenting of force account labor and equipment usage; and general project oversight. Ms. Taylor has overseen the team that has monitored the collection of more than 400,000 cubic yards and over 11,500 hazardous limbs and trees to-date. Our work includes monitoring disposal at two debris management sites and one final disposal site.

Project Manager (2020)

City of Sulphur, Louisiana | Hurricane Laura

In August of 2020, Southwest Louisiana was impacted by the strongest tropical event to strike the area in 15 years (Hurricane Rita). Sr. Management staff, including Mr. Taylor, immediately mobilized to the City to begin identifying, hiring and training local staff, setting up project infrastructure, certifying debris hauling vehicles and monitoring debris removal operations. Ms. Taylor, who served as project manager, has successfully post-disaster infrastructure challenges as well as road/property ownership and maintained issues unique to the City of Sulphur. Ms. Taylor has overseen the team that has monitored, to-date, nearly 400,000cyds of debris.

Regional Operations Manager (2018-2020)

Multiple Florida Clients | Hurricane Michael

Following Hurricane Michael in October of 2018, Ms. Taylor worked as Regional Operations Manager with Tetra Tech for numerous Florida clients including the City of Parker, City of Springfield, Bay County and FDEP. Under the umbrella of a Regional Project Manager, the City of Parker was managed directly by Ms. Taylor. Duties and responsibility included daily oversight of monitors and supervisors, to include disposal, collection as well

YEARS OF EXPERIENCE

15 years

AREA OF EXPERTISE

- Disaster Debris Monitoring
- Emergency Management
- Management/Project Management
- Federal Construction

DISASTERS

- 4576 Hurricane Zeta
- 4559 Hurricane Laura
- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4337 Hurricane Irma
- The Big Turnaround Fire
- 1604 Hurricane Katrina
- 1551 Hurricane Ivan

EDUCATION

Bachelor of Science, Mississippi College, 1997

OFFICE LOCATION

2301 Lucien Way, Suite 120

Maitland, FL 32751

PROJECT AVAILABILITY

100%

as leaner/hanger monitors. Ms. Taylor was tasked with overseeing detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, dispatch which included scheduling, site and monitor placement, QA/QC, management of staff as well as various other responsibilities.

Operations Manager (2018)

New Bern North Carolina | Hurricane Florence

Ms. Taylor worked as Operations Manager with Tetra Tech for the City of New Bern. Duties and responsibility included daily oversight of monitors. Ms. Taylor was tasked with detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, dispatch which included scheduling, site and monitor placement, QA/QC, management of staff as well as various other responsibilities.

Operations Manager and Project Manager (2017)

Polk County and Highlands County | Hurricane Irma

Ms. Taylor was responsible for hiring and management of hundreds of temporary employees as well as the organization and daily oversight of these employees. Ms. Taylor was responsible for day-to-day operations of employees which included initial training as well as daily safety briefings and on-going training throughout the project. Ms. Taylor was tasked with detailed record keeping/documentation and client relations. Ms. Taylor was responsible for the daily operations, data management, site and monitor placement, QA/QC, management of staff as well as various other responsibilities. Between the two counties, Ms. Taylor assisted in the hiring and management of over 300 personnel and over 3 million cubic yards of material being removed.

Project Manager (2007)

Waycross, Georgia | The Big Turnaround Fire

The Big Turnaround Fire at Okefenokee National Wildlife Refuge in Georgia was the most expensive wildfire ever for the U.S. Fish and Wildlife Service and its largest ever outside of Alaska. Ms. Taylor provided project management for her crews as they were initially tasked with cutting miles of fire breaks to help in the fire-fighting efforts. Once the fire was contained, she managed her team as they brought in horizontal grinders and ground all of the trees that had been taken down in the fire breaks and turned them into mulch to bring the forest floor as close to its natural habitat as possible. This included harrowing and disking of the land. The managing of this project initially included very detailed safety training and measures as the fire was a true threat. All personnel had to dress in proper PPE, carry life-saving equipment with them into the field and understand all precautions they had to take at all times. Once the fire was not a threat, understanding the environmental importance and impact was critical. Ms. Taylor brought her understanding and expertise of these areas into the field each and every day ensuring all teams returned safely.

Project Manager (2005)

Hancock County, Mississippi | Hurricane Katrina

Ms. Taylor served as Project Manager working as a 1st Tier Sub-Contractor to Ash Brit following the devastating Hurricane that hit the Mississippi Gulf Coast. Ms. Taylor's company was awarded all of the white goods for all of Hancock County. Ms. Taylor ensured that all of her trucks were aware of the regulations and guidelines per FEMA were closely followed and adhered to and all drivers were aware of these rules. Due to the extensive flooding, this program was put into place. Ms. Taylor was responsible for ensuring all safety processes were closely followed as well as proper PPE was worn.

Project Manager (2004)

Santa Rosa County, Florida | Hurricane Ivan

Hurricane Ivan devastated northwest Florida. Ms. Taylor worked as Project Manager overseeing the debris haul trucks that she owned that were contracted to pick up debris throughout the county per the FEMA guidelines and regulations. Ms. Taylor ensured that daily safety meetings were held as well as proper PPE worn. Katie also educated all drivers on eligible material as well as strict adherence to ROW procedures were strictly followed.

TETRA TECH

Paris Atkinson

Clerical Supervisor/Data & Technical Manager

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

FEATURED RELEVANT EXPERIENCE

Finance & Administration Chief (Present)

Camp Wildfire (Butte County) | CalRecycle

The Camp Wildfire was the most destructive fire in California history. As Finance and Administration Chief, Ms. Atkinson provides guidance and management on all of the financial and cost analysis and cost efficiency aspects of the tree removal operations. She is responsible for reviewing auditing invoices to ensure that they are accurate, defendable, and reimbursable by the state and federal (if applicable) agencies supplying disaster relief funding. In total, Ms. Atkinson has managed the data associated with over 1.5 million tickets.

Regional Data Manager (September 2017-August 2018)

State of Florida | Hurricane Irma | Disaster Debris Program Management

Hurricane Irma impacted almost the entire state of Florida. As such, Tetra Tech managed numerous program management and monitoring projects throughout the state. Ms. Atkinson served as a regional data manager and oversaw daily data and invoice reconciliation operations of projects throughout Florida including Hillsborough County, Polk County, Miami-Dade County and Orange County. Ms. Atkinson provided senior level leadership and guidance to field data managers including FEMA compliance management, QA/QC of collection data, and the management and documentation of specialized programs such as hazardous tree and hanger removal. Ms. Atkinson also managed a team of invoice reconcilers who reviewed and submitted reconciled hauler invoices to clients.

Regional Data Manager (September 2016-June 2017)

State of Florida | Hurricane Matthew | Disaster Debris Program Management

Ms. Atkinson served as a regional data manager and provided senior level leadership and guidance to field project managers. Hurricane Matthew primarily impacted Florida's east coast communities such as Volusia, Flagler,

YEARS OF EXPERIENCE

15 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Invoice Reconciliation
- Geospatial Analysis

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- Collier County FL Severe Storms
- 4269 TX Flooding
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

EDUCATION

University of Florida
Bachelor of Science, Psychology, 2005

and St. John's County. Ms. Atkinson also performed quality assurance checks on field data managers to verify proper project reporting and data management. Ms. Atkinson also led a team of reconcilers to review and process debris hauler invoices for submission to Tetra Tech's Florida clients.

Senior Data Manager (May 2015–August 2016)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Ms. Atkinson served as the senior data manager for the Texas projects. She supported the projects by managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members. Hays County has an ongoing PPDR program for which Ms. Atkinson continues to provide data management support.

Senior Data Manager (January 2016–February 2016)

Collier County, Florida | Severe Storm and Straight-Line Wind Debris Program Management

Collier County, FL was impacted in January by a severe storm with measured winds as high as 83 mph. The storm caused significant arboreal damage to the County, so much so that the County chose to activate their disaster debris removal contractors and Tetra Tech. Ms. Atkinson provided program management and debris monitoring services to the County, which included ADMS technology implementation, quality assurance (QA)/quality control (QC) of data, multiple reporting functions, management of debris pile reported data and citizen concerns, contractor reconciliation and invoicing, and final project closeout.

Data Manager and Debris Management Consultant (March 2014–Ongoing)

Boulder County, Colorado | Severe Flooding Disaster Debris Program Management

Ms. Atkinson was responsible for managing invoice reconciliation with the debris contractor; creating custom reports for Boulder County; managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provides ADMS and database support for all staff members. Additionally, Ms. Atkinson assists with management of the FHWA-ER program for the County.

Data Manager (August 2012–February 2014)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Management Program

Ms. Atkinson served as data manager, where she provided invoice reconciliation, data export creation, data center management, document compliance monitoring, management of hazardous tree and hanger photo documentation, and database support for staff. Ms. Atkinson also monitored data to ensure FEMA compliance in the field and the managed us of our ADMS.

Operations Manager and Data Manager (February 2006–August 2006)

Collier County, Florida | Hurricane Wilma Disaster Waterways Debris Removal Program Management

Ms. Atkinson was responsible for the supervision, support, and evaluation of field staff; documentation compliance; and ensuring waterway debris removal was compliant with Natural Resources Conservation Service contract specifications. Ms. Atkinson also developed standard operating procedures specific to the waterway debris removal project.

TETRA TECH

Jonathan Burgiel

Business Unit President, Disaster Recovery

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- FEMA PA
- CDBG-DR
- HMGP

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

30+ years

Principal in Charge (November 2018 – Present)

Florida Department of Economic Opportunity | HUD CBDG-DR Rehab/Reconstruction Program

Mr. Burgiel serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's $615.9 million HUD CDBG-DR grant associated with Hurricane Irma. Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s, 3,000 lead risk assessments, review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Principal in Charge (October 2018 – Present)

Texas General Land Office | HUD CBDG-DR Housing Rehab/Reconstruction Program

Mr. Burgiel is currently serving as program manager for Tetra Tech's performance of housing rehab and reconstruction related environmental services associated with the State of Texas' $5.024 billion HUD CDBG-DR grant associated with Hurricane Harvey. Overseeing Tetra Tech staff's development of approximately 3,500 Tier 2s, 1,700 lead risk assessments, and other specialized environmental services (CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Principal-in-Charge (October 2015–Present)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Principal-in-Charge (October 2015–October 2016)

Lexington County, South Carolina | HUD CDBG-DR Residential Buyout Programs

Mr. Burgiel served as principal-in-charge of Lexington County's residential buyout programs funded by HUD CDBG-DR grant funds. As part of this effort, Tetra Tech is providing comprehensive housing buyout activity services including applicant outreach, buy-out packet preparation and demolition cost estimating, oversite of demolition contractor activities, payment recommendation and project close out on over 100 homes. The work involves management of over $16 million of HUD CDBG-DR grants.

Principal-in-Charge (May 2015–October 2015)

Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services

Following the historic flooding event along the Blanco River where over 20 people perished, Mr. Burgiel provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Mr. Burgiel supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster. Mr. Burgiel was instrumental in standing up the County right-of-way debris removal program and subsequently obtaining approval for a private property debris removal (PPDR) program from FEMA to cover the extensive debris that remained along and in the Blanco River, which created a future health and safety hazard to the County and City.

Senior Management (April 2012-May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

Senior Management (September 2008-January 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2004-2005)

City of Boca Raton, Florida | Hurricane Frances Disaster Recovery and Debris Cleanup Management

Following Hurricane Frances, Mr. Burgiel supervised the responsive deployment of support teams, assisted with staging operations, and managed scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Project Management (September – October 2001)

Sarasota County, Florida | Tropical Storm Gabrielle Disaster Debris Program Management

As a result of Tropical Storm Gabrielle in 2001, Sarasota County required assistance with logistics, staging operations, and load inspections for storm debris cleanup performed by contract haulers. As project manager for the project, Mr. Burgiel assisted Sarasota County with scheduling, dispatching, and logistics operations for the field inspectors assigned for storm debris cleanup.

TETRA TECH

Chuck McLendon
Principal in Charge

EXPERIENCE SUMMARY

Mr. McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 29 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. This experience includes projects for the Virginia Department of Transportation and Texas Department of Transportation following disaster debris generating events. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 29 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Served as Principal in Charge for upwards of 30 major disaster activations including projects totaling more than 100 million cubic yards of debris and upwards of $2.5 billion in FEMA PA reimbursement.
- Major experience in the legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 (“the Super Circular”)

RELEVANT EXPERIENCE

Hurricane Sally (2020)

City of Pensacola, FL and Okaloosa County, FL

The City of Pensacola and Okaloosa County, FL have been long-standing clients of Mr. McLendon. Following the impact of Hurricane Sally, Mr. McLendon provided senior advisory services to include explanations of the FEMA Category A program as well as procurement assistance. Chuck has also provided senior level oversight to ensure that our response crews are meeting client expectations.

Hurricane Florence (2018)

Boiling Spring Lakes, NC and Briarcliff Acres, SC

Following Hurricane Florence, Mr. McLendon provided disaster debris monitoring and FEMA grant management related services to the City of Boiling Spring Lakes, NC and the Town of Briarcliffe Acres, SC (through a contract with the Horry County Solid Waste Authority). Monitoring work including debris management site permitting, right of way collection, hazardous tree removal, and household hazardous waste collection.

YEARS OF EXPERIENCE

29 years

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Debris Monitoring
- Solid Waste Routing and Efficiency
- Private Property Debris Removal
- Cost of Service Evaluations
- Emergency Management
- Damage Assessment
- Utility Engineering/Consulting
- Program Management
- Public Outreach/ Communications
- Procurement (2CFR)
- Environmental Permitting
- Grant Management

DISASTERS

- DR4564FL, Hurricane Sally
- DR-4559LA, Hurricane Laura
- DR-4393NC, Hurricane Florence
- DR 4337FL, Hurricane Irma
- DR-4283FL, Hurricane Matthew
- DR-4241SC, Severe Flooding
- DR-4138FL, Severe Flooding
- DR-1971AL, Tornado Outbreak
- DR-4024VA, Hurricane Irene
- DR-1791TX, Hurricane Ike
- DR-1786LA, Hurricane Gustav
- DR-1603LA, Hurricane Katrina
- BP Deepwater Horizon Oil Spill

EDUCATION

Bachelor of Science, Business Marketing, Florida State University, 1991

Hurricane Irma (2017)

Numerous Central Florida Jurisdictions

Following Hurricane Irma in September of 2017, Mr. McLendon provided senior oversight of debris monitoring operations across seven counties – including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

Hurricane Matthew (2016)

St. Johns and Flagler Counties, Florida

Mr. McLendon served as Principal in Charge for the debris monitoring mission in St. Johns County and Flagler County, Florida following Hurricane Matthew. Chuck oversaw the removal of more than 1.1 million cubic yards of debris from public and private roads as well as debris removal efforts along nearly 27 miles of county-maintained beach. In addition to providing daily oversight of the debris removal mission, Mr. McLendon was regularly relied upon by County staff for policy guidance related to the County's overall recovery effort.

Hurricane Matthew (2016)

City of Flagler Beach, Florida

In the immediate aftermath of Hurricane Matthew, Mr. McLendon assisted Flagler Beach in the implementation of a debris monitoring program as well as various other post-disaster advisory services. We assisted the City in negotiations with the City's disposal site for the hurricane generated debris. We also helped the City to clean up with the waste water treatment plant site as part of a separate non-FEMA reimbursable contract. On numerous occasions, we provided input to City staff on FEMA reimbursement including procurement policies.

Severe Flooding (2015)

Clarendon County, South Carolina

Mr. McLendon provided on-site technical assistance to Clarendon County following a catastrophic flooding event in 2015. Chuck assisted the County with coordination and communications with the South Carolina National Guard in the repair of County-maintained roadways. Mr. McLendon also assisted with various procurements associated with temporary and permanent repairs as well as helping the County to develop a system to track materials used for roadway stabilization and repair.

Severe Flooding (2014)

Escambia County, Florida

Mr. McLendon served as the Recovery Program Manager for Escambia County, Florida following a 500-year flooding event that resulted in upwards of $100 million in damages to Escambia County. Mr. McLendon assisted with the damage assessment documentation process, procured engineers and contractors for both temporary and permanent repairs, and helped the County Public Works Dept. with overall reimbursement efforts.

Hurricane Isaac (2012)

Jefferson Parish, Louisiana

Mr. McLendon served as Principal in Charge and Project Manager to Jefferson Parish following Hurricane Isaac in 2012. A very minor hit in comparison to Hurricane Katrina, the County still had very high expectations for a rapid debris removal program. Mr. McLendon organized a strong team that the provided right of way debris removal as well as staffing at citizens convenience sites.

Northern Alabama Tornados Debris Monitoring (2011)

U.S. Army Corps of Engineers

Mr. McLendon served as Principal in Charge in supporting a QC team activated to support the debris management mission in Tuscaloosa, AL following the 2011 northern Alabama tornado outbreak. Mr. McLendon was essential in ensuring that the project was properly staffed with trained individuals to support the USACE mission.

Deepwater Horizon Oil Spill (2010)

Escambia and Santa Rosa Counties, Florida

Mr. McLendon provided comprehensive field environmental and reimbursement services to Escambia and Santa Rosa Counties, Florida (located in the Florida Panhandle) following the Deepwater Horizon Oil Spill. Mr. McLendon led efforts to procure containment boom contractors as well the program management of daily containment boom operations. Mr. McLendon was also responsible for implementing a large-scale training program for County staff and volunteers on OSHA's Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

Hurricane Irene (2010)

Virginia Department of Transportation

Mr. McLendon served as Principal in Charge for recovery efforts on behalf of the Hampton Roads District of the Virginia Department of Transportation following Hurricane Irene. Mr. McLendon provided senior advisory services and oversight of a team to provide FEMA PA / FHWA ER reimbursement services for the District.

Hurricane Ike (2008)

Texas Department of Transportation

Mr. McLendon served as Principal in Charge for disaster recovery services to the Beaumont District of TXDOT following Hurricane Ike. Mr. McLendon oversaw a team to assist the District with debris monitoring as well as overall FEMA PA reimbursement services.

Hurricanes Katrina and Gustav (2007-2009)

City of New Orleans, Louisiana

Mr. McLendon served as Principal in Charge for several recovery efforts for the City of New Orleans including the City's residential demolition program following Hurricane Katrina as well the overall response effort following Hurricane Gustav. Mr. McLendon assisted project management staff in the development of a complex legal and environmental process to allow for the demolition of flood-damaged structures to occur within the City and oversaw the demolition of some 2,000 residential structures. This work included a complex legal condemnation process, selective salvage of historically significant architectural items, environmental testing, utility disconnects, and environmental monitoring. Later, Mr. McLendon served as Principal in Charge for debris management efforts in the City following Hurricane Gustav.

Hurricane Ivan (2004)

Escambia County, City of Pensacola, and FDOT District 3, Florida (2004)

Hurricane Ivan devastated northwest Florida. Mr. McLendon served as Principal in Charge for recovery efforts to Escambia County, the City of Pensacola, and Florida DOT District 3. Mr. McLendon assisted the County in putting together the legal substantiation for the County to receive approval for a major private property debris removal program including both vegetative debris and sand removal from residential structures on the beach. Upwards of 8 million cubic yards of debris was removed from County and City right of ways, private property, and county beaches.

TETRA TECH

Ralph Natale
Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 13-year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over $470 million dollars of reimbursed invoices.

FEATURED RELEVANT EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- State of California Camp Fire Response 2018- present
- USACE | NorCal Wildfires, 2017 – 2018
- State of California | SoCal Wildfires, 2018 – present
- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, May 2015 floods (June 2009–Present), Hurricane Harvey (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

YEARS OF EXPERIENCE

14 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

Camp Fire Response
Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history.

Carr and Mendocino Complex Fire Incident (August 2018 – present)
Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 1,300 parcels located in Shasta and Lake Counties.

Northern California (NORCAL) Wildfire Response (November 2017-Present)
Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Ventura California Wildfire Response (February 2018 – Present)
Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Florida Department of Environmental Protection (2016-2018)
Mr. Natale serves as principal in charge for FDEP waterways debris removal programs (wet debris). Unlike conventional debris removal programs that are well established every waterways program needs a level of customization. Mr. Natale has provided this oversight working with the State of Florida, FEMA and the local counties that recovery was being conducted. Counties worked post Matthews and Irma include; Nassau, St. Johns, Ventura, Brevard, Monroe, Collier, Lee.

Detwiler Fire (August 2017-Present) and Helena Fire (September 2017- Present) California Fire Response
Following the catastrophic fires that impacted California in the fall of 2017, Mr. Natale has been overseeing disposal operations for both the Detwiler and Helena Fires. Under Mr. Natale's direction, the Tetra Tech team was responsible for the hazard assessment of over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

Clayton Valley Fire California Fire Response (October 2016-January 2017)
As senior program manager, Mr. Natale was responsible for coordinating project management staff, overseeing health and safety operations, and responsible for overall completion of the project. He also oversaw the Tetra Tech team that conducted OSHA personal sampling, air monitoring, and sampling during the duration of the project to ensure protectiveness to public health during cleanup operations.

CalRecycle | Erskine Fire (July 2016–October 2016)
As principal in charge for the Erskine wildfire recovery project, Mr. Natale oversaw operations including staffing, safety, field logistics, task force dispatching, training, and other daily activities. The Erskine fire was the second-

most destructive fire of the California wildfire season that year, burning nearly 50,000 acres, and destroying over 100 buildings. Debris removal was performed on 302 fire-damaged sites, and under Mr. Natale's oversight the firm provided management and support staff for the CalRecycle/Cal Office of Emergency Services (OES) incident command system for the duration of the program.

California | Valley and Butte Fire (October 2015–2016)
Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acers of forests and destroyed over 2,000 homes, with recovery costs of over $300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)
Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

State of Connecticut | Hurricane Sandy Statewide Debris Monitoring Operations (October–December 2012)
Mr. Natale oversaw statewide debris monitoring operations in response to Hurricane Sandy. Mt. Natale led our team in responding to nine municipalities spread over 100 miles, including but not limited to the Town of Fairfield, City of New London, and the Town of Greenwich.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)
Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

State of Connecticut | Winter Strom Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)
Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Mr. Natale has provides senior management on the following projects:

- City of New Orleans, Louisiana | Hurricane Katrina Residential Demolitions (April 2010–Present)
- Bastrop County, Texas | Wildfires (September 2011–August 2013)
- City of Cedar Rapids, Iowa | Severe Flooding (May 2010–June 2011)
- University of Iowa | 2008 Severe Flooding (March 2012–Present)
- City of Houston, Texas | Standing Dead Trees (May 2010–June 2011)
- Terrebonne Parish, Louisiana | Hurricane Ike (July 2010–February 2011)
- State of Connecticut Hurricane Irene (September 2011–November 2011)

TETRA TECH

Jeffrey Dickerson
Technical Applications Manager

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

FEATURED EXPERIENCE

GIS/ADMS Applications Manager (October 2017–July 2018)

Sonoma, Napa, Lake and Mendocino Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

As part of a FEMA-Army Corps of Engineers (ACE) contractor team, Mr. Dickerson supported the deployment and data management of the ACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document FEMA, ACE, and California environmental requirements.

Lead Field Manager (November 2017– March 2018)

U.S. Virgin Islands | Hurricane Maria

Following the destruction caused by Hurricane Maria, the U.S. Army Corps of Engineers (USACE) was tasked with the mission to remove and dispose of disaster debris. Tetra Tech was contracted by one of the USACE awarded contractors to provide ADMS management and documentation of debris

YEARS OF EXPERIENCE

30 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4340 Hurricane Maria
- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science, Nuclear Engineering Technology, 1997

removal activities. Mr. Dickerson served as Lead Field Manager and was responsible for the management and implementation of RecoveryTrac™ to document debris removal efforts.

GIS/ADMS Applications Manager (October 2015–August 2016)

Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were, demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

ADMS and Logistics Manager (May 2015–August 2015)

State of Texas | Severe Flooding Debris and Hazard Removal Program Management

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)

City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)

States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (October 2013–December 2013)

State of New Jersey Department Environmental Protection | Hurricane Sandy Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 45 handheld devices for waterway debris and sediment removal for two-thirds of New Jersey's coastline. The RecoveyTrac™ work documentation module was heavily used to document the step-by-step progress. Over 58,000 photos documenting the collection and disposal of the debris and sediment were recorded.

ADMS Application Manager (August 2012–July 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

ADMS Application Manager (September 2011–June 2013)

City of Houston, Texas | Drought & Wildfires Debris Removal Monitoring

Mr. Dickerson managed the multi-year logistics and deployment of ADMS technology, including over 25 handheld devices in a multi-phased removal of thousands of trees following a severe drought documenting over 260,000 cubic yards of debris. His responsibilities include the deployment, support, and staff training of the ADMS mobile system and development of custom mapping and reports.

TETRA TECH

John Buri

Principal & Director, FEMA Reimbursement Specialist

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **$3 billion:** His work has represented over $3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **$142 million:** Served as program manager for $142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients**: Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

FEATURED RELEVANT EXPERIENCE

Multi-year Emergency Management & Disaster Recovery Services

City of Houston, Texas; Program Manager

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

YEARS OF EXPERIENCE

16 Years

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4240 CA Wildfire
- 4223 TX Flood
- 4222 OK Flood
- 4193 Napa Earthquake
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Disaster Grant Management Consulting – 2013 Front Range Flood

Boulder County, Colorado, Program Manager

- Overall responsibility for the management and performance of our task order for $8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of $300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives

Multi-year Emergency Management & Disaster Recovery Services

Montgomery County, Texas

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.
- Served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015-Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Program Manager (July 2010-September 2012)

Port of Galveston, Texas | Hurricane Ike Federal Grant Administration

Mr. Buri provided senior management oversight in assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Buri's management and guidance, the Port of Galveston received more than $40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage the New Jersey Department of Environmental Protection's (NJDEP) waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (September 2012-December 2012)

City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Senior Management Oversight/Client Liaison (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Buri provided senior management oversight to Bastrop County's disaster recovery operations following the most devastating wildfires in Texas history. With 1,700 structures destroyed, Mr. Buri was vital in obtaining expedited PWs, coordinating directly with FEMA to develop disaster-specific documentation protocols, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Senior Management Oversight (January 2012-October 2013)

State of Vermont | Hurricane Irene FEMA HMGP Application, Administration, and Implementation

In the wake of Hurricane Irene, the State of Vermont Emergency Management Department engaged our team to assist with its mitigation process. This included consulting services to evaluate the feasibility of submitting an application for the buyout of substantially damaged or destroyed structures and the elevation of less damaged structures under the FEMA HMGP. Within 48 hours, our team deployed a team of experts to the State of Vermont EOC to manage all aspects of these processes. Beginning with applicant outreach and program setup, the project team collected, reviewed, and offered technical assistance to applicants on their HMGP applications to ensure that applications are completed per program timelines and stand a good chance of being awarded through the $23 million HMGP grant. As a result of the quality and timeliness of our team's work on the HMGP applications, the State sought our team's assistance with a number of FEMA PA-related issues, including grant management of the State's Waterbury Office Complex, which was severely flooded.

Regional Program Manager (September 2008–September 2010)

State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

Project Manager (September 2008-September 2011)

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management

Mr. Buri served as a project manager to the City of Houston following Hurricane Ike, where Mr. Buri worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over $110 million in invoices and over $3 million in FHWA funds. In total, our team's response to the City of Houston included the collection of over 5.5 million cubic yards of debris in 256 zones throughout the City. This included 300 parks and open spaces and the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility.

Senior Management Oversight (September 2008–Ongoing)

Galveston County, Texas | FEMA HMGP, Severe Repetitive Loss (SRL), and CDBG Application, Administration, and Implementation

Following Hurricane Ike, Galveston County faced the daunting task of maintaining critical operations. Galveston County engaged our team to assist with its overall recovery process. This included consulting services for the FEMA PA program and evaluating the feasibility of submitting an application for the buyout of substantially damaged or destroyed structures and the elevation of less damaged structures under the FEMA HMGP. Within 48 hours, our team deployed a team of experts to Galveston County to manage all aspects of these processes. Beginning with public outreach and program setup, our staff began collecting applications from property owners and compiling an HMGP application for the buyout of up to 1,000 properties and the elevation of 12 others through a $102 million HMGP grant, which our team secured, implemented, and is in the process of closing out. In addition, Galveston County also engaged our team to assist with its extensive PA process and to act as a standby PA consultant for future disasters. Finally, on behalf of Galveston County, our team applied for a FEMA SRL grant to elevate many more flood-prone homes throughout Galveston County. The resulting $31 million SRL grant award will be used to elevate as many eligible homes as possible and is being implemented by our team to closeout.

TETRA TECH

Oliver Yao

Senior Management, Business Manager

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as a financial analyst for post disaster programs at Tetra Tech, Inc. Mr. Yao has over twelve years of industry experience in the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements. This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (October 2018–Present)

Florida | Hurricane Michael Program Management

Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao currently provides senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven, Springfield, and Callaway. Recovery efforts include private property debris removal and structural demolitions.

Senior Management and Data Oversight (September 2018–December 2018)

North Carolina | Hurricane Florence Program Management

Hurricane Florence impacted North Carolina in September of 2018. Mr. Yao provided senior management and data oversight for multiple projects in North Carolina including the counties of Onslow, Lenoir, and Craven.

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Disaster Debris Management
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS
- Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

Senior Management and Data Oversight (August 2017–April 2018)

City of Houston, Texas | Hurricane Harvey Program Management

The southwest region of Texas was substantially impacted by Hurricane Harvey and the torrential rainfall amounts the system brought to the region. The City of Houston activated the monitoring and program management services of Tetra Tech. Mr. Yao provided senior management and data oversight to the project. To date, over 1.2 million cubic yards of debris have been collected in the City as a result of Hurricane Harvey.

Senior Management and Data Oversight (September 2016–July 2017)

Volusia County; St. Johns County; Flagler County; Brevard County, Florida | Hurricane Matthew Program Management

The jurisdictions of Volusia County, St. Johns County, Flagler County, and Brevard County were among the many Florida communities impacted by Hurricane Matthew in September of 2016. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Florida projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Senior Management and Data Oversight (May 2015–July 2015)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Debris Management Consultant (April 2015–June 2015)

Sarasota County, Florida | Pre-Event Disaster Planning Services

Mr. Yao served as a debris management subject matter expert and assisted Sarasota County, Florida with the development of their scope of services for disaster debris removal services. As part of the County project team, Mr. Yao also assisted in responding to vendor questions and developing an analysis of vendor rates.

Debris Management Consultant (April 2015–September 2015)

City of Winter Springs, Florida | FEMA-Compliant Disaster Debris Management Plan

Mr. Yao assisted the City in developing their first DDMP in 2007. As such, the City requested Mr. Yao's assistance in updating the City plan to meet current FEMA guidelines as well as compliance under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program. Mr. Yao collaborated with the City to update their DDMP. Mr. Yao also facilitated a force account workshop to train the City's key staff on updated documentation policies and procedures as they relate to force account labor and equipment.

Debris Management Consultant (March 2015–August 2015)

City of Sarasota, Florida | FEMA-Compliant Disaster Debris Management Plan

The City of Sarasota, Florida requested Tetra Tech's assistance to update their DDMP to meet FEMA requirements under the FEMA PAAP Pilot Program. Mr. Yao assisted the City in updating the City's plan to meet FEMA guidelines as well as industry best practices. As a result, the City's DDMP was approved by FEMA as compliant under the FEMA PAAP Pilot Program.

Senior Management and Data Oversight (March 2014–October 2014)

Boulder County, Colorado | Severe Flooding Disaster Debris Program Management

Mr. Yao provided senior management oversight and operational support to the Boulder County, Colorado debris management program. This program presented the unique challenge of removing debris from streams where there was limited access. Mr. Yao also provided integrity monitoring of data in support of consistent project deliverables.

Debris Subject Matter Expert (March 2014– September 2014)

Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP

Mr. Yao served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Mr. Yao and the project team developed a debris management strategy based on the assessment of the County's existing resources, landfill and disposal capacity, and debris management site options. Mr. Yao also assisted in the development of multiple debris forecast models to estimate the resulting debris volumes following a disaster, as well as the County's capacity to address debris using internal equipment and resources.

Data Manager (April 2011–Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Yao served as a data manager and invoice reconciliation analyst for the City of New Orleans. In total, our team has supported the City of New Orleans in monitoring and documenting the demolition of over 1,700 damaged structures following Hurricane Katrina.

Regional Operations Manager (August 2012–December 2012)

City of New Orleans, Jefferson Parish, and St. John the Baptist Parish, Louisiana | Hurricane Isaac Debris Program Management

Following Hurricane Isaac, Mr. Yao served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs.

Senior Oversight (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

Following the wildfires in Bastrop County, Mr. Yao was responsible for supporting all data management activities associated with the debris collection effort. The project resulted in 750 private property debris removals, the removal of 49,000 burnt trees, and the removal of 15,000 burnt trees from the right-of-way.

Regional Data Manager (October 2012–December 2012)

State of Connecticut | Hurricane Sandy Disaster Debris Program Management

Following Hurricane Sandy, Mr. Yao served as the regional operations manager for the State of Connecticut. In this role, he oversaw data management and field operations for the statewide operation that cleared and collected debris from the right-of-way through the impacted region following the storm's path.

Debris Management Consultant (June 2012–August 2012)

Lake County, Florida | Pre-Event Disaster Planning Services

Our team has performed disaster planning and recovery efforts in Lake County since 2005 and assisted the County with monitoring efforts following Hurricane Charley and the 2007 Groundhog Day Tornadoes. As a result of this relationship, the County tasked our team with assisting in the development of a pre-positioned debris contractor request for proposal (RFP). Mr. Yao worked with the County to develop a scope of work and technical specifications for the debris contractor RFP.

Section 6

Project Approach Narrative

6. Project Approach Narrative

Project Understanding

The City of Mobile, Alabama, is the county seat of Mobile County and principal city of the Mobile metropolitan area. The City has a population of approximately 190,000 and covers 159.4 square miles. Bordered by the Mobile River and connected to the Gulf of Mexico through Mobile Bay, the City is home to the Port of Mobile, which includes access to 1,500 miles of inland and intracoastal waterways. Given the City's geography and close proximity to the Gulf of Mexico, it is susceptible to disaster events, including tropical storms, flooding, and hurricanes, as witnessed recently by Hurricanes Sally and Zeta.

To prepare for potential debris-generating events, the City is looking to secure a pre-positioned contract with a trusted disaster debris monitoring firm with the expertise and capacity to serve the City, should the need arise.

Our emergency management, response, and recovery operation's broad capabilities include all phases of debris removal monitoring. We understand the challenge that the City faces, and we are prepared to provide the City with a robust blend of professional consultants and local workforce to effectively support oversight and management of debris removal contractors.

Our experienced management and trained field personnel have a keen understanding of the rules and guidelines of regulatory agencies such as Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resource Conservation Service (NRCS), Alabama Emergency Management Agency (AEMA), Alabama Department of Environmental Management (ADEM) and Alabama Department of Transportation (ALDOT), which facilitates an organized and rapid response while maintaining the eligibility of federal reimbursement for debris removal operations.

Our technical approach captures our unique capabilities, including the following:

- ***Continuous Coordination and Communication with City Officials and Stakeholders:*** A dedicated project management team, led by Mr. Frank Guthman, will be appointed to coordinate with City officials throughout the year, not just during times of activation.
- ***Immediate Response Capabilities:*** Tetra Tech has disaster recovery personnel and eight offices throughout the State. Additionally, we utilize an immediate response staffing and logistics plan that will allow the City to return to the business of running day-to-day operations.
- ***Focus on Hiring Locally:*** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.
- ***Project Transparency and Real-time Reporting:*** Our proprietary automated debris management system (ADMS) technology, RecoveryTrac™, provides detailed reporting systems and mapping capabilities that are available in real-time and tailored to the City's data needs.
- ***Maximum Reimbursement for the City:*** Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the City to receive and keep the maximum reimbursement allowed following a disaster.

How you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.

Tools and Processes to Efficiently and Effectively Monitor Debris Removal Contractors

RecoveryTrac™ Automated Debris Management System

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts. RecoveryTracTM meets data requirements of FEMA, FHWA, and additional reimbursement agencies.

RecoveryTrac™

- Owned and operated by Tetra Tech
- Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support City priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation

Technology Features - Key Benefits and Features of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no notice. ***The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed***, and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

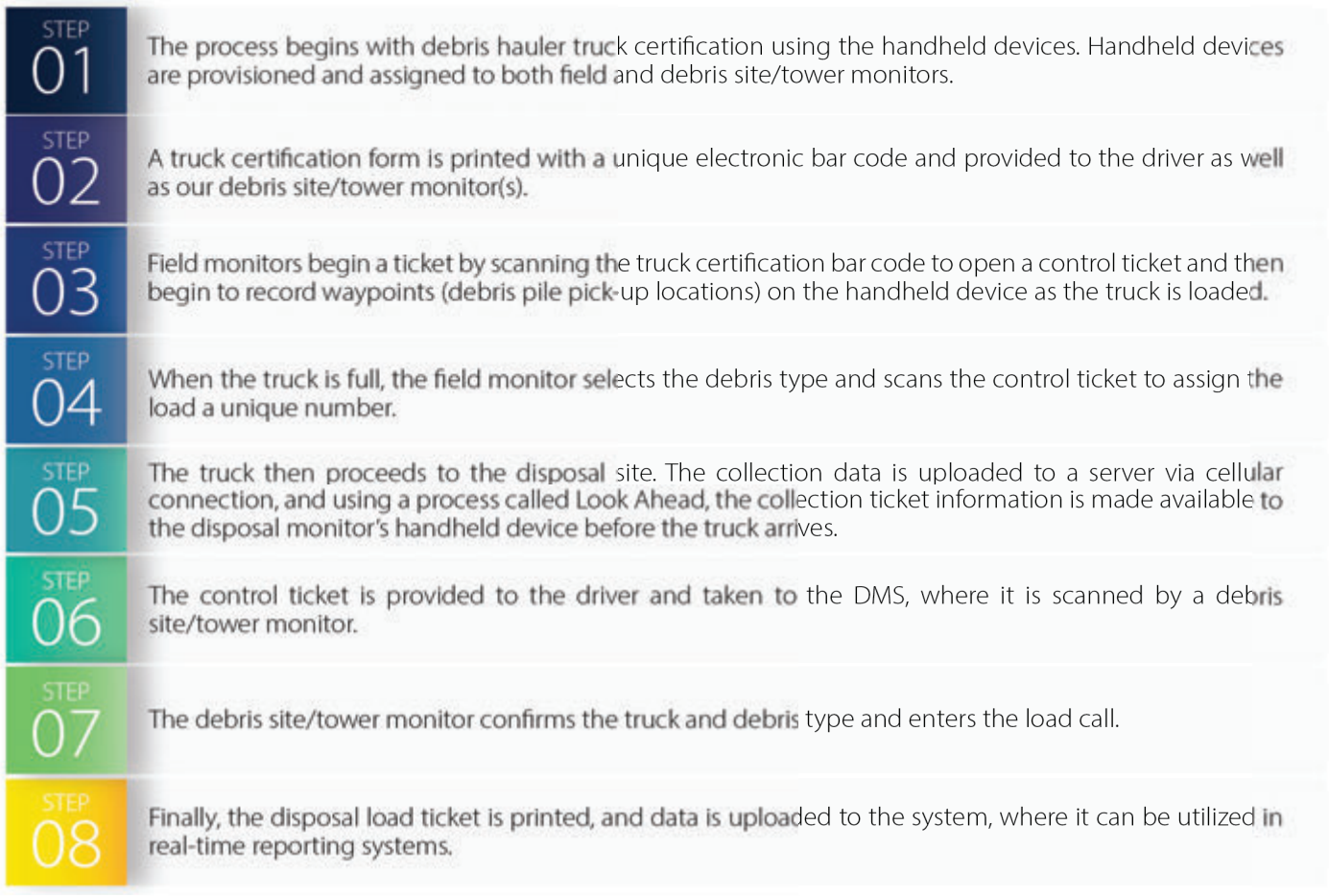
Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

Truck Tracking. Our system provides the City with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

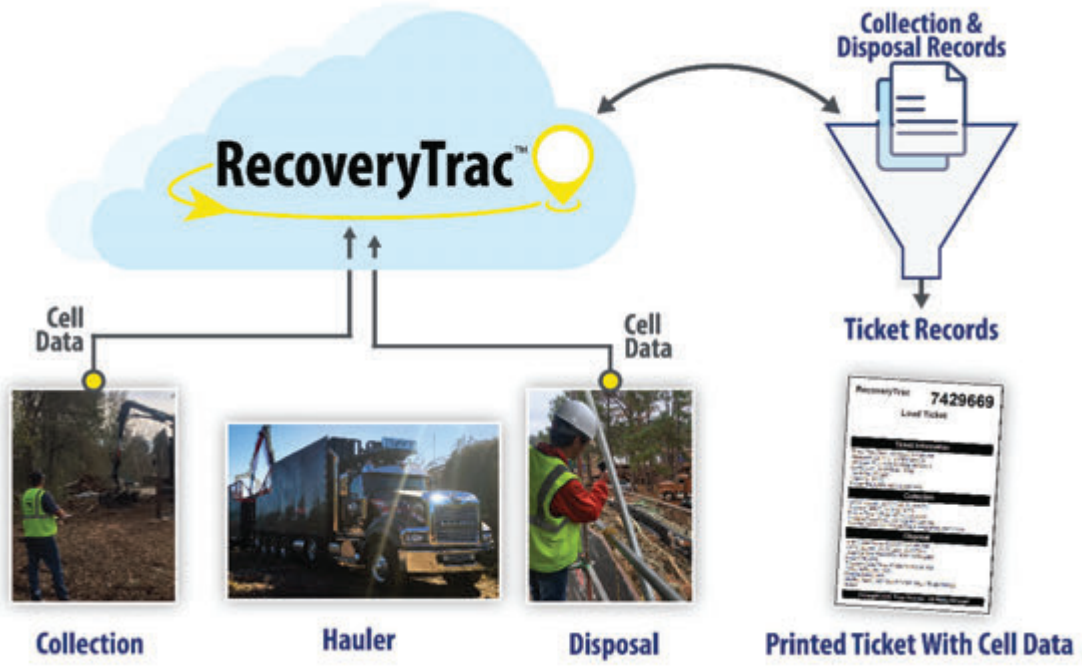
Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

The steps of the RecoveryTrac™ process are as follows:



Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are located, the device automatically uploads the stored ticket data.

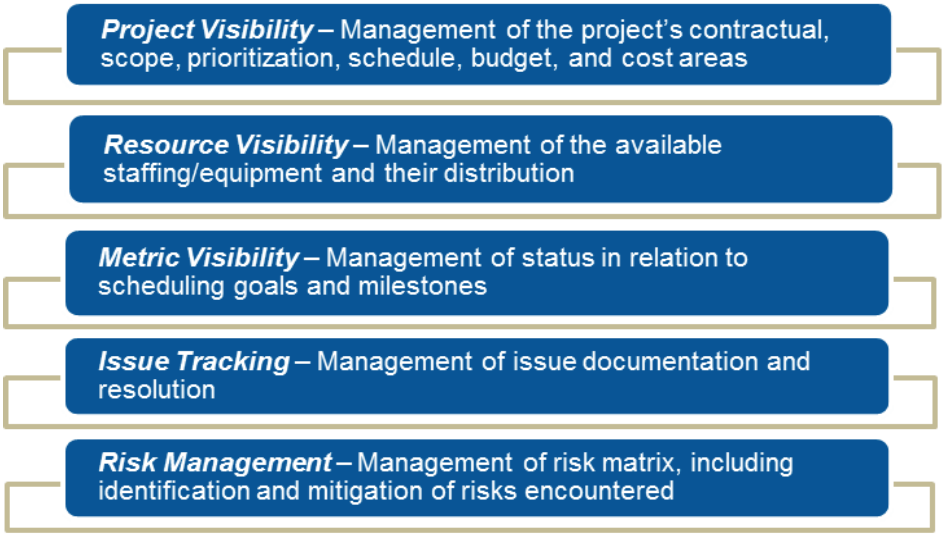
Exhibit 3-1: RecoveryTrac™ Process



Best Practices - Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 3-2: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Emergency Push Period

During the emergency push period, debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the City with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the City to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** Tetra Tech's field staff will also work to estimate the expected volume of debris. Tetra Tech's experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generated field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Vehicle Certification

Tetra Tech's ADMS technology, RecoveryTrac™, is used to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
  - FEMA guidelines on truck certification documentation and volume calculations
  - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the RecoveryTrac™ database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system.***

Exhibit 3-3: Truck Audit Report

RecoveryTrac Truck Certification Audit Report — Trucks Certified On: 10/22/2020

BALDWIN COUNTY HURRICANE SALLY ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
Contractor: CROWDER GULF	4	324	81.00
Totals:	4	324	81.00

BALDWIN COUNTY HURRICANE SALLY ROW COLLECTION - Project Truck Certification Details

Contractor: CROWDER GULF

Sub-Contractor 1: HAULING AWAY

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features	QC Audit/Approval
N/A	802904	78	10/22/2020 10:30 AM	ACTIVE	1152482 (AL)	SELF-LOADING TRUCK		QC Approved

Primary Box (L x W x H): 229x101x105 = 2451674.0 (+)
Type: Box (L x W x H): 72x101x34 = 247248.0 (+)
Type: Box (L x W x H): 95x101x96 = 921120.0 (+)
Total Volume: 3620042.0 Cu Inches (/46656)= 77.59 CuYds

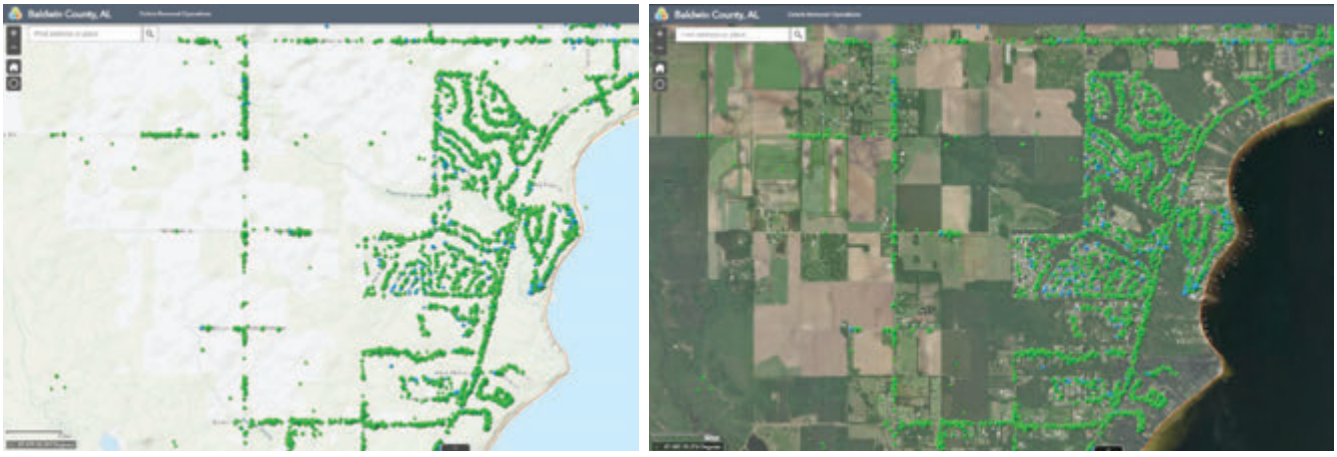
Driver-Placard View | Side View | Back-Interior View | Front View

Right-of-Way Collection Reporting

Our ADMS technology allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

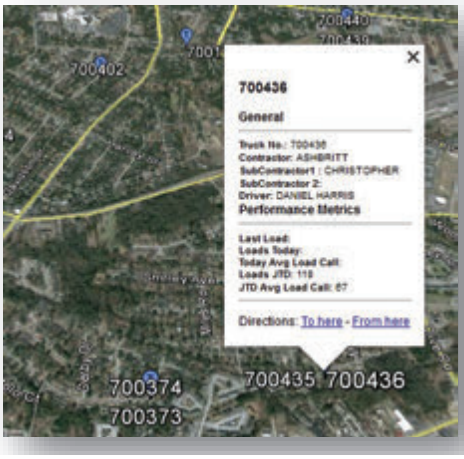
Exhibit 3-4: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 3-5 and 3-6.

Exhibit 3-5: Monitoring Locations

Exhibit 3-6: Truck Locations



Field Operations

Monitoring Removal of Debris

The Tetra Tech debris monitoring program includes the following:

Exhibit 3-7: Tetra Tech Daily Field Operations

1. Work Scheduling

Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m.

2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).

4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.

7. Contractor Completion. Tetra Tech will assist the City in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the City with managing these goals by implementing the following strategies:

Potential Delay	Tetra Tech Strategy
Inability of a debris contractor to respond with sufficient equipment	Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.

Leapfrogging by the contractor (cherry picking work being performed)	Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.
Delayed invoices by the contractor	Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the City if deadlines are not being met.
Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed	As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the City to refine timelines and support an expeditious recovery for the City.

Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:

- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 3-8: Load Call Estimate Examples

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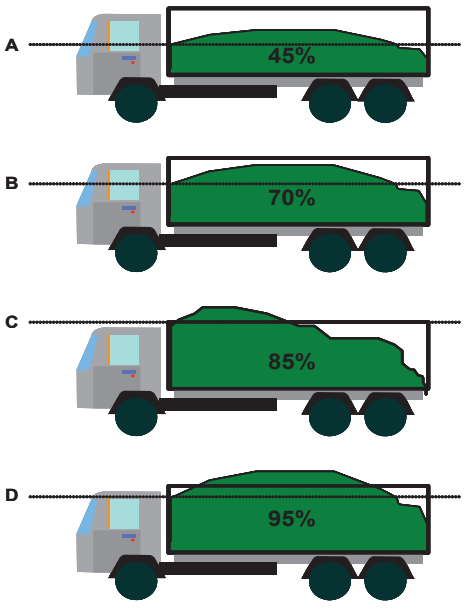


Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the City must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the City in monitoring residential drop-off sites and verifying City residence before a resident unload debris at the site.

Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

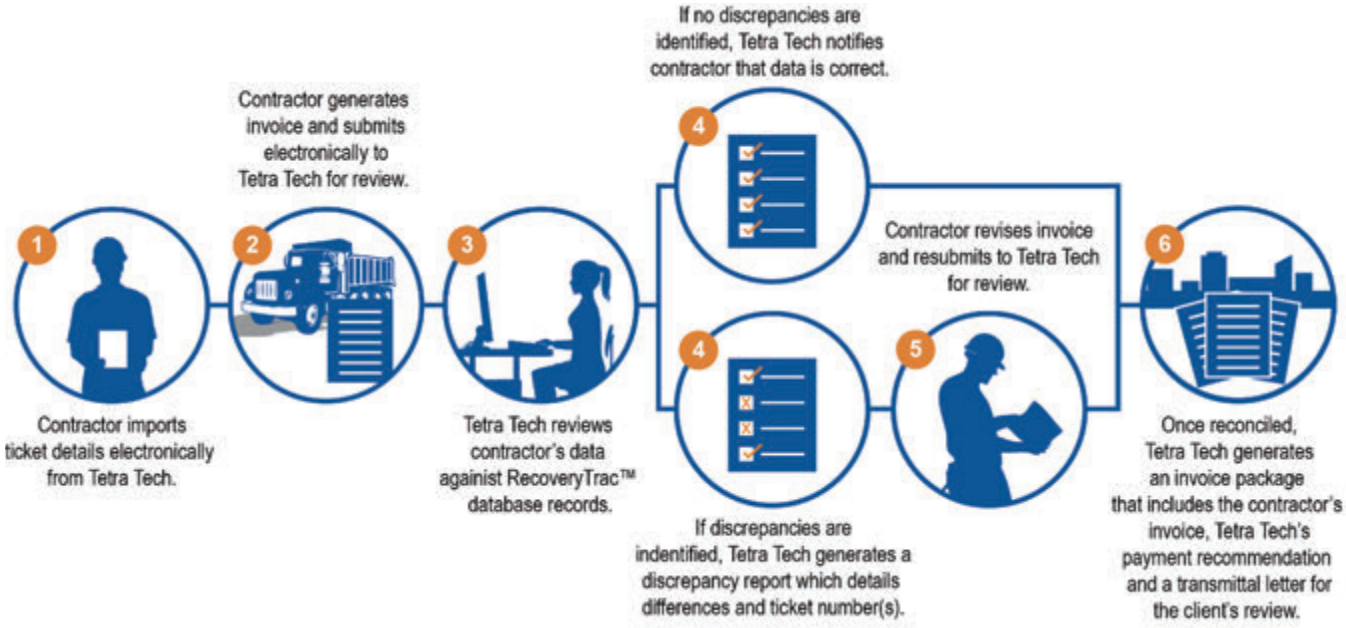
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 3-9: Contractor Invoice Reconciliation Process



Algorithm to Determine Staffing

Our Senior Management Team has developed a time-tested assessment tool to accurately forecast project staffing needs and meet the mobilization requirements for our clients. This tool considers several factors for estimating debris volumes and types which determines the level of debris monitor needed to support the project. These factors include:

- Type of disaster, intensity, and characteristics
- Population, population density, urban, suburban, and rural areas,
- Gated communities, waterways, historic districts and other potential specialized debris operations
- Debris management sites and locations,
- Available hauler equipment

Based on the workforce planning standards described in the City's request for proposals (RFP) and our numerous experiences working with local governments following debris-generating events, the following matrix illustrates our workforce mobilization following activation by the City. Tetra Tech is committed to providing adequate staff within 48 hours of activation

Tetra Tech is committed to working with the City to understand these staffing changes and the impact on the total dollar amount of the project. As a component of the Tetra Tech Monitoring Plan, we will estimate total staffing needs on a week-by-week basis over the duration of the project.

Exhibit 3-10: Tetra Tech Mobilization Matrix

Title	Industry Standards	Debris Hauler Mobilization	Mobilization Requirements
Supervisors			
Project Manager	1 per project	N/A	1 full-time employee (FTE)
Debris Management Consultant	1 per project	N/A	1 FTE
Operations Manager	1 per project*	N/A	1 FTE
Mobilization Operations			
GIS Analyst	1 per project	N/A	1 FTE
Truck Certification	3 per project	150	3 FTE
Environmental Specialist	as needed	N/A	1 FTE
Collection Operations			
Project Coordinator	1:50 monitors	N/A	1 FTE
Debris Monitor Supervisor	1:10 monitors	N/A	3 FTE
Field Coordinator (Crew Monitors)	1/loading unit	30	30 FTE
Project Inspector (Citizen Drop-Off Monitors)	as needed	N/A (2 per each residential drop-off site)	10 FTE
Disposal Operations			
Disposal Supervisor	1:5 Sites	N/A	1 FTE
Debris Site/Tower Monitors	2 per TDSRS location	2 TDSRS locations	4 FTE
Data Operations			
Billing/Invoice Analyst	1 per project	N/A	1 FTE
Automated Ticketing Specialist	1 per project	N/A	1 FTE

How you would work with the City to plan and prepare for mobilization.

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high-quality results***. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**
  - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities. This will include a half-day debris management training session.
  - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood. Tetra Tech will provide a list of key personnel that may be involved in the disaster debris monitoring activities, including contact information.
- **Mobilization (Immediately Prior to and Following Event)**
  - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
  - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
  - **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
  - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.
  - **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
  - **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
  - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
  - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Pre-event Engagement

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols ***enable scalability without loss in fidelity*** and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**

- Experience operating in disasters enables Tetra Tech to design systems and processes to be ***able to withstand loss of infrastructure and key personnel*** yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in ***collaborative problem solving and issue resolution***. By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

Operational Schedule

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Exhibit 3-11: Disaster Debris-Generating Event Implementation Plan

Timeline	Task	Implementation Actions (Responsible Party: Tetra Tech)
Preparedness		
Pre-event (normal conditions)	**Meet with the City to review plans and documents**	• Conduct annual pre-event meeting with the City and debris contractor • Review the City's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	**Review capabilities and resources**	• Contact the City and initiate daily conference call • Determine resource requirements from debris model • Review the City's emergency policies and contracts • Establish contact with the City's debris hauler and provide Tetra Tech the most up to date copy of the debris hauler contract
H-72	**Execute responsibilities and activate contracts**	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review of TDSRS locations and follow up with the Alabama Emergency Management Agency (AEMA) on permitting procedures • Estimate equipment requirements and TDSRS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	**Monitor storm track and continue preparations**	• Conduct regular meetings with City staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the City will assist with debris removal • Continue to update and gather updates from the City's debris hauler
H-24	**Prepare final reports**	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the City's debris hauler) • Determine emergency road clearance priorities
H-0	**ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT**	
Response		
H +24	**Emergency push**	• Receive notice to proceed with not to exceed • Begin emergency push

		• Maintain T&M logs for push equipment • Coordinate with the City to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of TDSRS locations • Follow up with ADEM on debris permits (if required) • Work with the City to establish public information protocols to respond to concerns and comments
H +48	**Emergency push/ damage assessment**	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	**Disaster debris vehicle certification/ site preparation**	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	**Begin debris collection monitoring**	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with City staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the City, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region IV, AEMA U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits

Project completion	**Document turnover/closeout**	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the City with long-term reimbursement • Audit assistance • Appeal support if necessary

How you will staff your team, including how you will recruit, assign, and oversee subcontractors and employees.

Tetra Tech's Rapid Hiring Capabilities

Positions will be filled using Tetra Tech's immediate response staffing plan, which utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Division, and local hires. Upon notice of a potential mission assignment, a core management team will be assigned to provide a coordinated response immediately. Our management team consists of several senior staff from our incident management team with specific roles in Operations, Logistics, and Human Resources.

Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster.

Tetra Tech's depth and breadth of nationwide resources enables us to deploy more than 6,000 qualified disaster response staff in a single year.

Our operational project staff are mobilized concurrently with our recruiters and Human Resource (HR) managers. Our HR Managers will work to maximize the intent of the Stafford Act by implementing a strategic local staffing plan. The plan allows for citizens within the impacted area to obtain jobs, in turn supporting the economic recovery of the region. The HR recruiting team will establish a Field Human Resources Hiring Center. This is the processing center that enables efficient recruiting, hiring, and training to meet field operation requirements. This center is designed to be quickly mobilized, transported, and set up for near immediate response for field staffing needs. In most cases, hiring centers are ready in less than 48 hours from the notice to proceed. ***Each hiring center is typically staffed with four trained HR representatives but can scale up to 20 at a moment's notice, allowing Tetra Tech to hire upwards of 200+ candidates per day.*** Additionally, Tetra Tech advertises locally and reaches out to local workforce centers to reach as many candidates as possible within the community.

Once candidates are identified, Tetra Tech evaluates and screens potential teammates. This starts with an initial inspection and verification of official documents, including driver's licenses, Social Security cards, and insurance documentation to verify the identity of prospective employees. A hiring package is finished, checked for completeness and accuracy, and then uploaded to the Corporate Hiring Service Center. Next, the Corporate Hiring Service Center completes an eVerify eligibility-to-work check and a criminal background check within 24 hours. It also verifies education and any testing required for the position (such as drug testing when required). Once these checks are complete, the new employee is entered into the Tetra Tech labor tracking system and issued official badge credentials, which must be worn in a visible location at all times when performing field work.

Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2020 health and safety performance are provided below:

- FY 2021 U.S. Experience Modification Rate (EMR) of 0.86
- 2020 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.45
- 2020 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.19

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Subcontractor Oversight

Tetra Tech does not intend to utilize subcontractors for this project. However, we have a great reputation for our collaboration with subcontractors, when the need arises. In the event that subcontractor utilization would be required, Tetra Tech implements a best practices strategy backed by a culture of disciplined project management personnel. Our proven success in ever changing and challenging environments of rapid recovery and complex requirements is directly attributable to the experience and relentless adherence to our proven standard operating procedures at each phase of the project.

We are adept and experienced in managing the availability of and access to needed personnel on disaster management projects, which requires simultaneous performance of multiple task orders by multiple companies, often at multiple locations. Personnel from each company assigned to a Task Order will work together as one under Tetra Tech's single Task Order organization toward a common set of performance goals. Each participating subcontractor will perform as an integral team member to provide the diverse resources and flexibility this contract demands.

Exhibit 3-12: Our Subcontract Administration Supports Best Value
Approach to Subcontract Administration

Maintain direct responsibility for all subcontracted work.
Apply a single set of administrative and technical SOPs to Tetra Tech and subcontractor personnel, including cloud-based tools and templates to ensure work quality and quality.
Enable direct reporting of subcontractor personnel to the Task Order manager.
Fully integrate subcontractors into Tetra Tech Task Order teams.
Require all Task Order personnel to comply uniformly with requirements for management, QC/QA, and conflict of interest.
Develop subcontract documents that clearly describe the performance plan, budget, schedule, and products for each Task Order for payment.

How you ensure debris removal firm complies with FEMA requirements.

Tetra Tech implements extensive quality assurance/quality control measures that are backed by our comprehensive ADMS and our project management team's in-depth understanding of FEMA requirements.

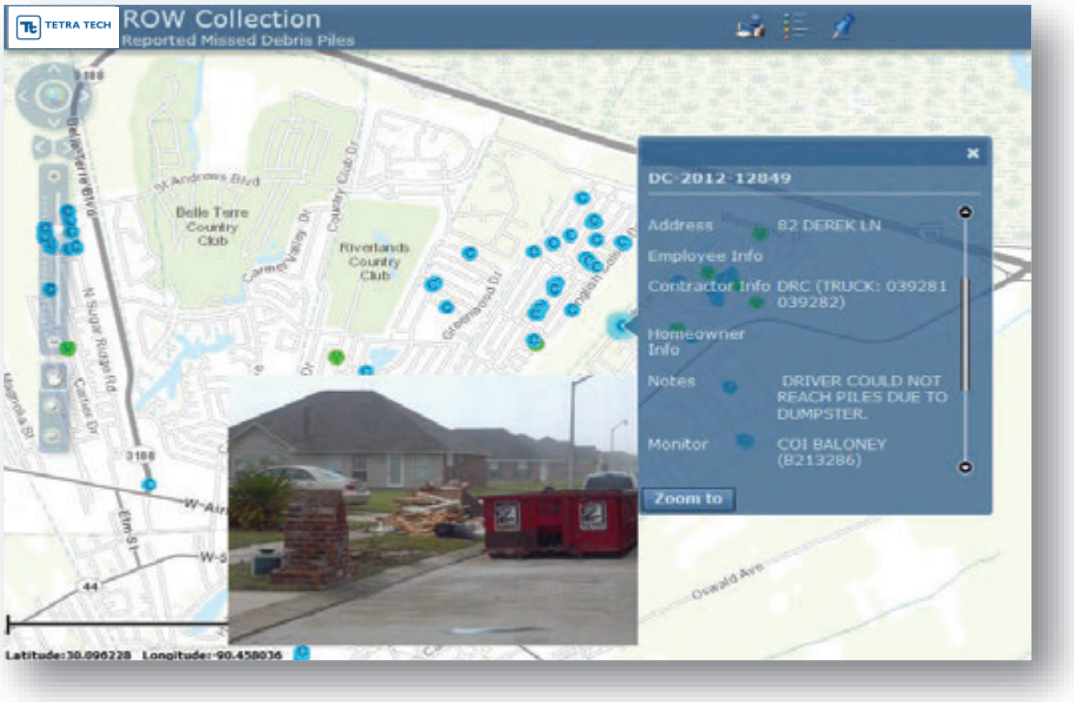
Quality Assurance/Quality Control and Compliance Program

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Exhibit 3-13: Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and

unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

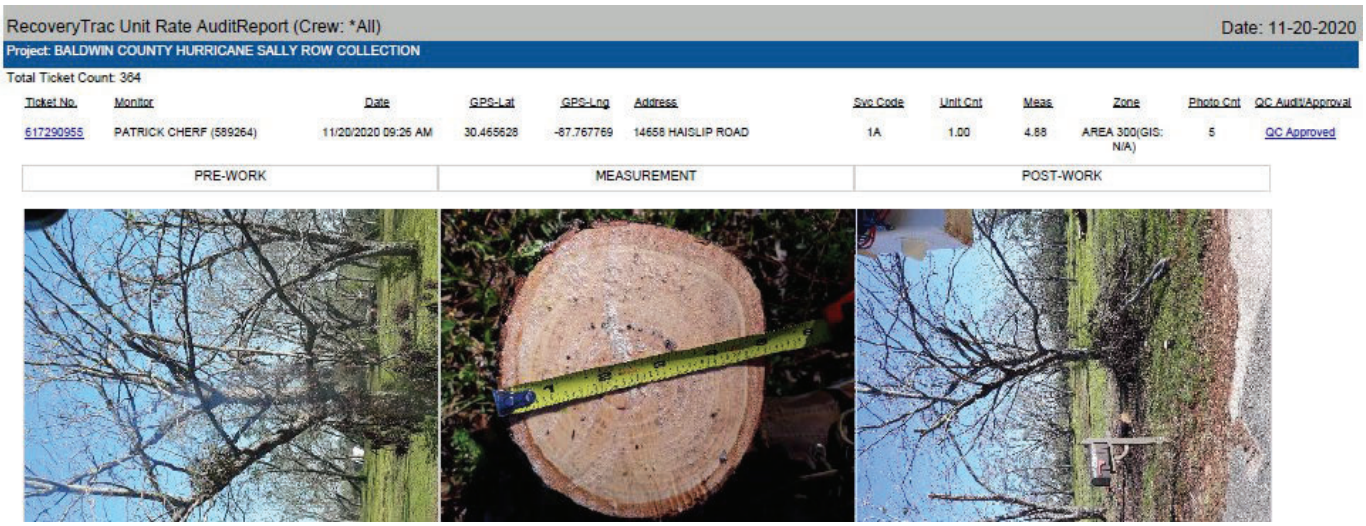
- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the City.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

Exhibit 3-14: Real-Time Ticket Report



RecoveryTrac Unit Rate AuditReport (Crew: *All) Date: 11-20-2020

Project: BALDWIN COUNTY HURRICANE SALLY ROW COLLECTION

Total Ticket Count: 364

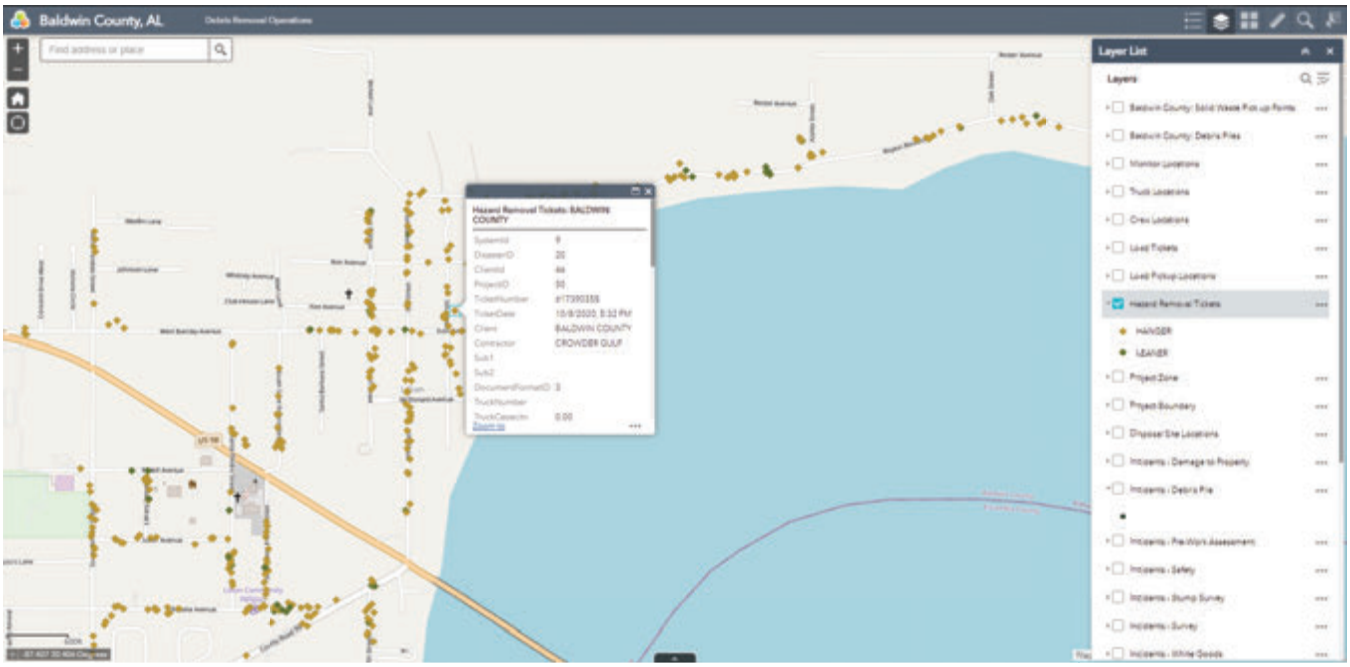
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Svc Code	Unit Cnt	Meas	Zone	Photo Cnt	QC Audit/Approval
617290955	PATRICK CHERF (589264)	11/20/2020 09:26 AM	30.465628	-87.767769	14658 HAISLIP ROAD	1A	1.00	4.88	AREA 300(GIS: N/A)	5	QC Approved

PRE-WORK | MEASUREMENT | POST-WORK

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

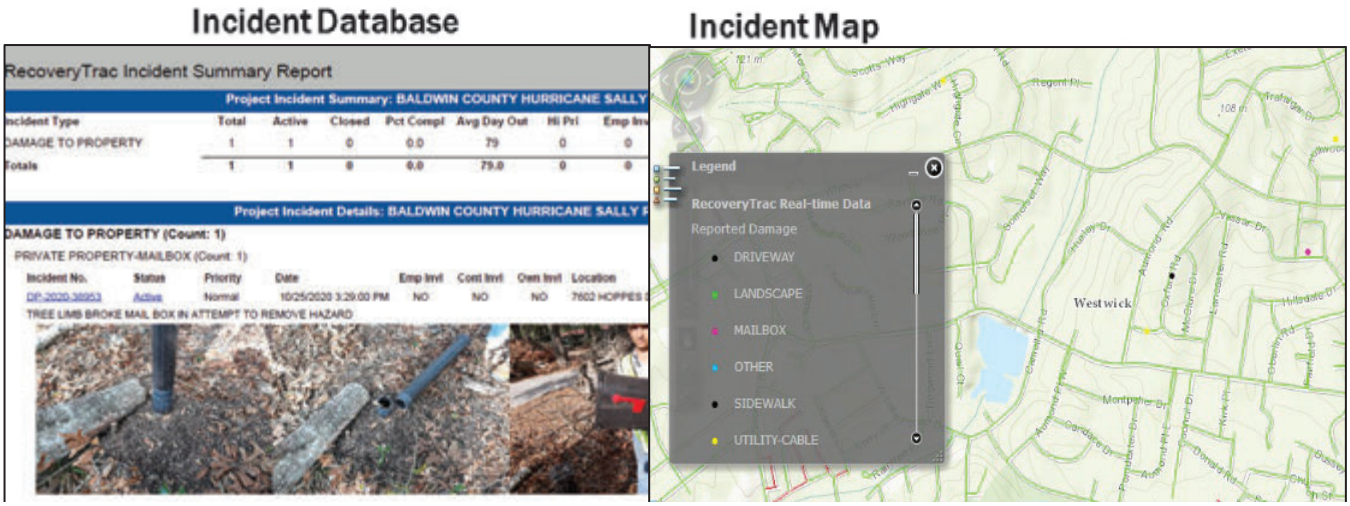
Exhibit 3-15: Unit Rate Ticket Map



Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

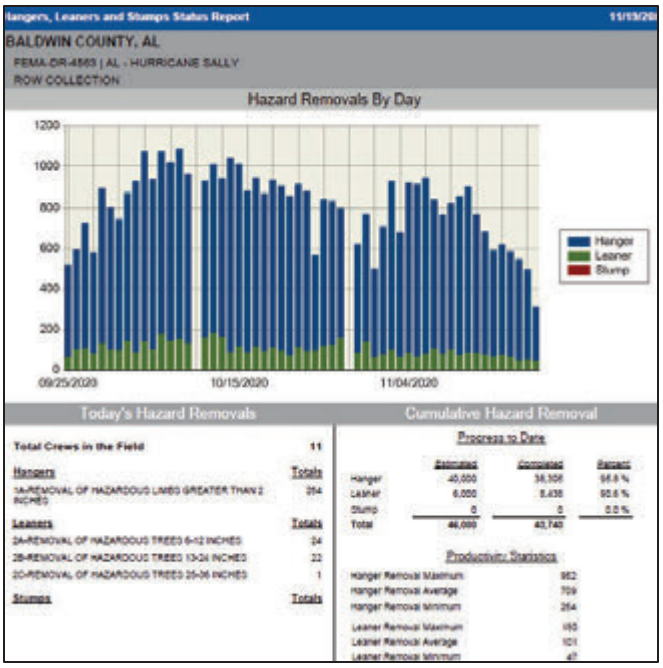
Exhibit 3-16: Incident Report

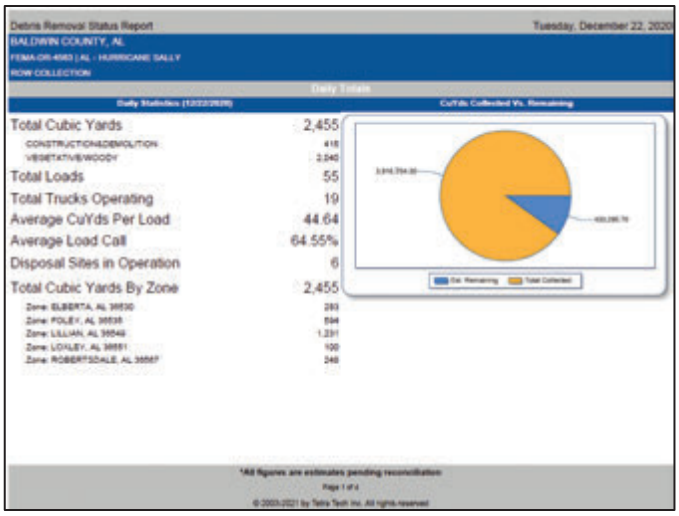


Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 3-17: Sample Custom Reports Developed





How you will support the City's claims process with FEMA

Our team's record of success spans over 300 state and local government clients in response to over 77 declared disasters, representing the recovery of more than $6 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients garnering and retaining 99.8 percent of the funds received.

$6 billion

The Tetra Tech team has managed over **$6B** in FEMA PA disaster grants for state and local clients.

As experts in disaster recovery reimbursement, Tetra Tech technical advisors have worked with and, in some cases, are former employees of many of the federal and state funding agencies that will be providing federal grant support. With these relationships, many of the critical decisions and key issues can be addressed at the highest level. In addition, Tetra Tech's relationship with FEMA and the AEMA has resulted in a collaborative, non-confrontational approach. This collaborative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates not only timely reimbursement, but also a higher percentage of financial reimbursement to our clients.

As previous and current clients will attest, our relationship with these agencies has allowed us to be strong advocates for our clients' needs and to achieve truly successful results. Tetra Tech's highest priority throughout all cost recovery operations will be to serve as an advocate with FEMA and the State on behalf of the City and stakeholder entities.

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, through closeout and any related audit processes. In addition to our expert knowledge of the basic framework provided in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we are innately familiar with the latest federal legislation pertaining to disaster response and recovery, including the Sandy Recovery Improvement Act (SRIA) of 2013, and accompanying Disaster Relief

Appropriations, and the Disaster Recovery Reform Act of 2018 (DRRA). This legal and regulatory framework and the accompanying FEMA program delivery model can prove complex for subrecipients to navigate. Our team of experts has not only worked within this framework but has also helped craft regulations and guidance implementing the FEMA PA program. Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through the FEMA PA Program.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well-documented eligible work and costs to FEMA, FDEM, the Department of Homeland Security's Office of Inspector General, or State Auditor General. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Time equals money, and our goal is to minimize the length of time you are waiting for return of eligible program dollars.

While the changes found in the DRRA regarding deobligations that occurred years after expenditure of the underlying funds did help provide some certainty to subrecipients, the risk of deobligation and claw-back of funds remains. Our experts will fight on behalf of our clients through any appeals, arbitrations, or audits that arise, but more importantly help prevent any issues from being elevated to those levels that cost valuable time, effort, and money.

An important and statutorily required aspect of participating in the FEMA PA program is the prevention of duplication of benefits. We work with our clients to identify any potential duplications, whether resulting from the receipt of insurance proceeds, donations, or participation in other federal or state programs. We help clients identify activities that may be eligible for other programs, such as Federal Highways Administration Emergency Relief program (FHWA-ER) and work to shift those expenses to those other programs. Our team has significant experience with FHWA-ER federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement.

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized 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 Gaillard Builders, Inc., for Church Street Cemetery West Wall repairs (Project No. CE-046-21; G-HUR-Sally) in the amount of $36,718.00 (CO601) as outlined in the Agreement between Owner and Contractor attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Adopted:_____

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Church Street Cemetery West Wall Repairs

PROJECT #: CE-046-21; G-HUR Sally DATE OF RECEIPT: 08/25/21

PROJECT DESCRIPTION: Repairs to West Wall

CONTRACT AMOUNT: $36,718.00 (C0601)

VENDOR NAME: Gaillard Builders, Inc.

VENDOR NUMBER: 295624

DEPT #: 3032 DEPT NAME: Architectural Engineering

CONTRACT ADMINISTRATOR: Jacob Laurence

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_x_ N___ ; 5% of the 1st 50% _x____ or

If different, indicate special rate_____

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

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

Prepared by: Michelle Melton Date 08/25/2021

Michelle Melton

Revised 2/25/2016 Marilyn McMillan

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: Gaillard Builders, Inc.
1501 Telegraph Road
Mobile, Alabama 36610

City Business License No.: 39731
Secretary of State of Alabama Business Identity No.: 232-704

For the following Project: Church Street Cemetery – Hurricane Repairs –
West Wall Repairs
106 South Scott Street
Mobile, Alabama 36602

Project Number: CE-046-21

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 Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Project Manual dated June 23, 2021 documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The Total contract amount is Thirty-Three Thousand Seven Hundred Eighteen and 00/100 Dollars ($33,718.00), which includes a Contingency Allowance of Three Thousand and 00/100 Dollars ($3,000.00).

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 ALLOWANCE

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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to ten percent (10%) of labor, materials and equipment costs on subcontractor's work; and fifteen percent (15%) on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

1.4 UNIT PRICES

A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

B. List of Unit Prices: #1: Provide all historic and modern materials, labor, tools, equipment, and cleaning supplies necessary to disassemble and rebuild the historic masonry wall from grade to cap, per design. $315.00 LF

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 the Director of Architectural Engineering 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 Contractor shall deliver the Work complete 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 Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or any standards as a part of the 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 LIQUIDATED DAMAGES

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 required close out documents are not acceptably submitted for more than thirty (30) 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. INSURANCE

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:

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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.

Builder's Risk Insurance

1. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.

2. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

3. 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 3% of 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.

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 thirty (30) days or more (except ten (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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 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.

3.8 Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

3.9 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.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 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.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and dispose of.

3.13 METHOD of PAYMENT: Contractor shall receive payment upon completion of Work and Invoice for the same.

3.14 TERMINATION of CONTRACT: The City 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. 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.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE:
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:
five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION
(a) Contractor shall provide proof of publication of a "Notice of Final Completion" in a local newspaper as required in Title 39, Section 39-1-1, of the Code of Alabama. Contractor shall also provide, at the same time notice is 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) 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 **Gaillard Builders, Inc.** has completed the contract for **Church Street Cemetery – Hurricane Repairs – West Wall Repairs, CE-046-21, 106 South Scott Street, Mobile, Alabama 36602**. All persons having any claim 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, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Project Manual dated June 23, 2021 documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, 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. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Project Manual, dated June 23, 2021, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No. 01, dated June 29, 2021; Addendum No. 2, dated July 7, 2021.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).
6. Sheet S-1 dated June 23, 2021.

5.0 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.

6.0 NONDISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

7.0 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.

8.0 HEALTH PRACTICES:

CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

8.1 Public Contracts with Entities in certain Boycott Activities:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

Legal Name of Party to the Contract:

OWNER: City of Mobile

CONTRACTOR: Gaillard Builders, Inc.

Signature

Signature

William S. Stimpson, Mayor
Printed Name and Title

Peter Gaillard, 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 Peter Gaillard as President of Gaillard Builders, Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 12th day of August, 2021.

Charity A Coaker
NOTARY PUBLIC
My Commission Expires: 4-7-2024

CHARITY A COAKER
Notary Public
Alabama State at Large

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, Gaillard Builders, Inc., 1501 Telegraph Road, Mobile, Alabama 36610, hereinafter called the Principal, and The Cincinnati Insurance Company _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Thirty-Three Thousand Seven Hundred Eighteen and 00/100 Dollars ($33,718.00) 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 _____, 2021 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Church Street Cemetery – Hurricane Repairs – West Wall Repairs, 106 South Scott Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 13 day of August, 2021.

CONTRACTOR AS PRINCIPAL

Company: Gaillard Builders, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Peter Gaillard, President

SURETY

Company: The Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: AnnaBelle Rushing, Attorney-In-Fact

Resident Agent: _____
(Signature)

Name and Title: Anna B. Rushing
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Road
Mobile, AL 36607
Phone and Fax: 251-473-9000

Owner's Representative: Cassie Boatwright
Director, REAM
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7627

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing; Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. [illegible]

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Scott R Boller

Assistant Secretary

BN-1005 (5/12)

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, Gaillard Builders, Inc., 1501 Telegraph Road, Mobile, Alabama 36610, as Principal, and The Cincinnati Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Thirty-Three Thousand Seven Hundred Eighteen and 00/100 Dollars ($33,718.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Church Street Cemetery – Hurricane Repairs – West Wall Repairs, 106 South Scott Street, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint Anna B. Rushing **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 13 day of August, 2021.

CONTRACTOR AS PRINCIPAL

Company: Gaillard Builders, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Peter Gaillard, President

SURETY

Company: The Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: AnnaBelle Rushing, Attorney-In-Fact

Resident Agent: _____
(Signature)

Name and Title: AnnaB. Rushing
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Road
Mobile, AL 36607
Phone and Fax: 251-473-9000

Owner's Representative: Cassie Boatwright
Director, REAM
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7627

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing; Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

> "RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. [illegible]

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of .

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Scott R Bolen

Assistant Secretary

BN-1005 (5/12)

GAILBUI-01 ABOSARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2021

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Annabelle Rushing, CIC, CISR, CPIW PHONE (A/C, No, Ext): (251) 473-9008 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: annabelle@thamesbatre.com
INSURED Gaillard Builders Inc 1505 Telegraph Road Mobile, AL 36611	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Trust Insurance Company — 20141 INSURER B : FCCI Insurance Company — 10178 INSURER C : Midwest Employers Casualty Co — 23612 INSURER D : AGC Workers Comp Fund, Inc — 055028 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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CPP10004138103	3/12/2021	3/12/2022	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
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	CA10001176605	3/12/2021	3/12/2022	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 X RETENTION $ 10,000	X	X	UMB10002335504	3/12/2021	3/12/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	EWC009234	1/1/2021	1/1/2022	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
D	Workers Compensation			MP046-2021-AL	1/1/2021	1/1/2022	Statutory	

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

Regarding effective and expiration, both days are at 12:01 AM Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VI. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Additional Insured and Waiver of Subrogation provisions apply with respect to General Liability, Auto Liability and Umbrella subject to attached forms CGL084 1013, CGL088 0115, CAU058 0519, CU2403 0900 and CU0001 0413 if required by written contract. Primary Non-Contributory provision applies when required by written contract. 30 Day Notice of Cancellation (except 10 days for non-payment)
Waiver of Subrogation provision applies to Workers' Compensation when required by written contract.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Alabama Secretary of State

Gaillard Builders, Inc.	
Entity ID Number	232 - 704
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/02/2004
Registered Agent Name	TOMLINSON, LARRY
Registered Office Street Address	701 S ROYAL ST MOBILE, AL 36603
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	$10,000
Capital Paid In	---
Incorporators	
Incorporator Name	DAVIS, RICHARD E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
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	2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/02/2004 Certificate of Formation 6 pgs.

Browse Results New Search

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BUILDERS RISK QUOTATION

This quote is valid for 30 days, or until the effective date listed, whichever is later.

To:	Richard Repath
Producer:	AmWINS - Tennessee
Named Insured:	Gaillard Builders Inc
Issuing Company:	Palomar Specialty Insurance Company, An Admitted Carrier
AM Best Rating:	A - IX (Excellent)
Policy Term:	08/23/2021 – 11/23/2021

Quote Subject to:

Quote cannot be bound without Underwriter approval

Loss Prevention Recommendations

Premium is Fully Earned

See the following page(s) for detailed quote information.

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or Claims activity includes, but is not limited to losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This proposal provides a summary of coverage. For a complete description an all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

PREMIUM SUMMARY

Builders Risk	
Policy Premium	$1,251.17
Terrorism	INCLUDED
Total Premium	**$1,251.17**
Inspection Fee	$0.00
Policy Fee	$0.00
Total Premium and Fees	**$1,251.17**

Palomar

COVERAGE AND LIMITS OF INSURANCE:

Limit of Insurance, any one “loss” occurrence:	$33,718
Limit of Insurance, as respects Covered Property at the project site:	$33,718
Limit of Insurance, as respects “Useable Existing Structure”	Not Covered
Limit of Insurance, as respects Covered Property at any other location, other than in due course of transit:	
Limit of Insurance, Covered Property in due course of transit:	
Limit of Insurance, on the job-site trailer limit:	
Limit of Insurance, on the job-site trailer contents	$20,000
Flood Coverage	Not Covered
Earthquake Coverage	Not Covered

COVERAGE AND LIMITS OF INSURANCE:

Debris Removal:	25%
Additional Debris Removal	$25,000
Pollutant Clean-Up and Removal:	$25,000
Fire Department Service Charge:	$15,000
Plans & Records:	$25,000
Contract Penalty:	$15,000
Expediting and Extra Expenses:	$25,000
Inventory, Appraisals and Loss Adjustment Expenses	$7,500
Fire Protection Devices:	$25,000
Escalation Expense:	
Sewer and Drain Back Up:	$10,000
“Fungus” Limited Coverage	$25,000

OPTIONAL COVERAGES:

Soft Costs	Not Covered
Rental Income	Not Covered
Ordinance or Law – “Loss” to the Undamaged Portion:	Included
Ordinance or Law – Demolition and ICC	Not Covered

Palomar

A DESCRIPTION AND LOCATION OF PROJECT

Disassemble and rebuild approximately 31 linear feet of masonry wall at a cemetery:

106 S Scott St

Mobile, AL 36602

B DEDUCTIBLES

All Other Perils - $2,500

Hurricane (Named Storm) - $2,500

C OTHER

Valuation: Replacement Cost

Palomar

FORMS AND ENDORSEMENTS

The following policy forms and endorsements will be made a part of the policy.

FORM NAME	FORM NUMBER
COMMERCIAL INLAND MARINE AND BUILDERS RISK DECLARATIONS	PLMR DEC-BR 04 20
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01 09 04
COMMON POLICY CONDITIONS	IL 00 01 01 07
BUILDERS RISK COVERAGE FORM	PLMR BR 0001 03 20
NON-RENEWAL ENDORSEMENT	PLMR BR 0010 04 20
CHANGES IN CANCELLATION CONDITION	PLMR BR 0017 04 20
NAMED STORM DEDUCTIBLE	PLMR BR 0018 04 20
ALABAMA CHANGES	CM 01 44 05 08
ALABAMA CHANGES - ACTUAL CASH VALUE	IL 01 90 04 15
EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES	IL 09 35 07 02
DISCLOSURE PURSUANT TO TERRORISM INSURANCE ACT	IL 09 85 12 20
CAP ON LOSSES FROM TERRORISM	IL 09 52 01 15
IM SIGNATURE PAGE	SIG 04 20
IM OFAC	OFAC 04 20
IM CLAIMS	IM-CLAIMS 04 20

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties in The Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the dam- aged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or in- cur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and re- cords. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Cover- age Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

   In case of loss or damage to any part of a pair or set we may:

   a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
   b. Pay the difference between the value of the pair or set before and after the loss or dam- age.

2. Parts

   In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or dam- age of a scheduled item, in which event we will re- fund the unearned premium on that item.

J. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      i. Owned or controlled by you; or
      ii. That owns or controls you. This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect cover- age at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or dam- age.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

BUILDERS RISK COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. - DEFINITIONS in this Coverage Form.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

Covered property means your property or the property of others for which you are liable, consisting of:

a. Buildings or structures as described in this Coverage Form Declarations while under construction, erection, or fabrication, including the costs of foundations and underground property such as pipes, flues, drains, electrical wires, piers, and pilings; and excavation, grading, and filling; if such costs are included in the completed value of the project.

b. Materials, supplies, furniture and appliances, machinery, equipment and fixtures which will become a permanent part of the buildings or structures at the project site described in this Coverage Form Declarations.

c. Temporary buildings or structures at the project site described in this Coverage Form Declarations.

d. Scaffolding, construction forms, fences, and office trailers at the project site described in this Coverage Form Declarations if such values are included in the completed value of the project; and

e. Temporary enclosure materials and associated installation labor if such values are included in the completed value of the project.

f. “Useable Existing Structure(s)”, but only when a Limit of Insurance appears in the Policy Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Machinery, tools, equipment, and other property not intended to become a permanent part of the project, except as specified in A.1. above;

b. Trees, shrubs, sod, and plants.

But we do cover such property at the project site for "loss" caused by or resulting from fire, lightning, explosion, civil disturbance, riot, vehicles, aircraft, theft or vandalism if such values are included in the completed value of the project.

c. Property while waterborne except on regularly scheduled ferries;

d. Contraband or property in the course of illegal transportation or trade;

e. Land (including land on which the property is located) or water:

f. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities; or

g. Buildings or Structures that exist prior to any alteration, addition, improvement, renovation or repair, unless a limit for “Useable Existing Structure(s)” is shown in the Declarations as described in A.1.f. above.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. WHEN COVERAGE APPLIES

a. Coverage applies while Covered Property is:

i. At the construction jobsite awaiting, during and after construction, erection or fabrication;

ii. At any “temporary” location other than the project site; or

iii. In transit.

b. Coverage ends when one of the following occurs:

i. The owner or purchaser accepts the property;

ii. Your interest ceases;

iii. You abandon the construction with no intention to complete it;

iv. When a structure is occupied or put to its intended use, without our written consent;

v. Any other insurance covers the property as a completed building or structure; or

vi. This policy expires or is cancelled.

5. ADDITIONAL COVERAGES

Additional Coverage Limits of Insurance are separate from the Limits of Insurance shown in Section 1. of the Declarations. As a result of direct physical “loss” to Covered Property from a Covered Cause of Loss, we will pay up to the Limit of Insurance shown in Section 2. of the Declarations for the following:

a. Debris Removal

i. We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss."

ii. The most we will pay under this Additional Coverage is the percentage shown on the Declarations which is the sum of the amount we pay for direct physical “loss” to Covered Property plus the applicable deductible amount, but not more than the amount shown in section 1. of the Declarations.

iii. This Additional Coverage does not apply to costs to:

a) Extract "pollutants" from land or water; or

b) Remove, restore or replace polluted land or water.

b. Additional Debris Removal

If the sum of debris removal expense, deductible amount and our payment for direct physical “loss” exceeds the applicable Limit of Insurance in Section 1. of the Declarations, we will pay up to the Limit of Insurance shown in the Declarations for Additional Debris Removal Expense.

c. Pollutant Clean-Up and Removal

We will pay your expenses to extract "pollutants" from land or water at the job site if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants." But we will pay for testing which is performed in the course of extracting the

"pollutants" from the land or water.

The most we will pay under this Additional Coverage is the limit shown in the Declarations for the sum of all such expenses including testing and legal expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

d. Fire Department Service Charges

We will pay your expense for fire department service charges when the fire department is called to save or protect Covered Property from a Covered Cause of Loss.

e. Plans & Records

We will pay your expense to restore or reproduce your plans, blueprints, specifications, records, data stored on electronic media and valuable papers which were damaged or destroyed at the project site by a Covered Cause of Loss.

f. Contract Penalty

We will pay your expense for penalties imposed by contract which are incurred as a direct result of a covered "loss" under this policy.

g. Expediting and Extra Expense

We will pay your actual and necessary additional expediting and extra expenses resulting from a covered "loss" to Covered Property to expedite repair or replacement including, but not limited to, overtime, night work, work on public holidays, rapid transportation of people and/or materials, and extra costs of temporary repair.

This Additional Coverage will apply from the date of the covered "loss" and for such time reasonably necessary to repair, replace, or rebuild the Covered Property.

h. Inventory, Appraisals, and Loss Adjustment Expenses

We will pay the reasonable expenses you incur at our request to assist us in determination of the amount of the covered "loss," including the extra wages necessarily incurred by your employees for preparing inventories and other "loss" information for completion of your proof of "loss."

But we will not pay for:

i. Expenses to prove that the "loss" is covered;

ii. Expenses incurred under the Appraisal section of the Commercial Inland Marine Conditions;

iii. Expenses incurred for examinations under oath, even if required by us; or

iv. Expenses incurred for public adjusters or any legal fees.

i. Refilling of Fire Protection Devices

We will pay your actual costs to refill fire protection devices which are discharged as a result of a Covered Cause of Loss.

j. Escalation

In the event of a total loss from a Covered Cause of Loss to all Covered Property at the project site shown in the Coverage Form Declarations, we will pay up to the limit shown in the Declarations to cover increases in the cost of labor or materials or changes in construction specifications.

We will not pay under this Additional Coverage unless you repair or replace the property sustaining "loss" as soon as reasonably possible after the "loss."

This coverage will not extend to the Ordinance or Law Coverage provided under this policy.

k. Sewer and Drain Back Up Coverage

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

l. "Fungus", Wet Rot, Dry Rot and Bacteria Limited Coverage

We will pay for direct physical "loss" by "fungus", wet rot, dry rot or bacteria.

Coverage applies only when the "fungus", wet rot, dry rot or bacteria is the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of loss.

i. a "specified cause of loss" in this Coverage Form; or

ii. Flood, if the Flood Coverage applies to a covered project

For this Additional Coverage only, "loss" means:

i. Direct physical "loss" to Covered Property caused by "fungus", wet rot, dry rot, or bacteria, including the cost of removal of the "fungus", wet rot, dry rot or bacteria.

ii. The cost to tear out and replace any part of the Covered Property as needed to gain access to the "fungus", wet rot, dry rot or bacteria.

iii. The cost of testing performed after the remediation, removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot, dry rot or bacteria are present.

The limit is the most we will pay for the total of all "loss" arising out of all occurrences in any one policy year.

6. "SOFT COSTS" AND "RENTAL INCOME"

When a limit is shown on the Declarations, this policy is extended to cover as described and limited below:

a. "Soft Costs"

If, as a direct result of a covered "loss" under this policy, the project is delayed beyond the "scheduled date of completion," we will pay the actual and necessary "soft costs" you sustain as a direct result of that covered "loss" and which are incurred:

i. During the period of time between the "scheduled date of completion" and the actual date the project is completed with reasonable speed and similar quality; and

ii. That are over and above what would have been incurred had there been no "loss."

b. "Rental Income"

If, as a direct result of a covered "loss" under this policy, the project is delayed beyond the "scheduled date of completion," we will pay the actual loss of "rental income" you sustain as a direct result of that covered "loss" and which are incurred during the period of time between the "scheduled date of completion" and the actual date the project is completed with reasonable speed and similar quality.

But if you do not rebuild or repair the Covered Property, we will not pay you for loss of "Rental Income."

c. Coverage Extensions

i. Civil Authority

We will pay the actual and necessary "soft costs" expenses and "rental income" loss incurred due to action of civil authority that prohibits access to the project site. The civil action must be due to direct physical "loss" to property, other than property at the project site, which results from a Covered Cause of Loss.

This extension will apply for a period of up to two consecutive weeks. No deductible applies to this extension.

ii. Expenses to Reduce "Loss"

We will pay the expenses you incur to reduce the amount of "soft costs" or "rental income" payments under this policy, but only to the extent that such payments are actually reduced.

The “Soft Costs” and “Rental” Value limit is in addition to the any one “loss” occurrence Limit of Insurance as shown on the policy Declarations page.

7. ORDINANCE OR LAW

a. "Loss" To the Undamaged Portion of The Building

i. Coverage

If a Covered Cause of Loss occurs to covered buildings or structures, we will pay for the loss of value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

c) Is in force at the time of "loss."

ii. What We Will Pay

a) If the property is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

i) The amount you actually spend to repair, rebuild, or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii) The Limit of Insurance shown in the Coverage Form Declarations as applicable to the covered building or structure.

b) If the property is not repaired or replaced, we will not pay more than the lesser of:

i) The replacement cost of the covered building or structure at the time of "loss"; or

ii) The Limit of Insurance shown in the Coverage Form Declarations as applicable to the covered building or structure.

When indicated on the Policy Declarations, this coverage is included within the Limit of Insurance shown in the Coverage Form Declarations as applicable to covered buildings or structures and does not increase the Limit of Insurance.

b. Demolition Cost and Increased Cost of Construction

i. Coverage

a) Demolition Cost

If a Covered Cause of Loss occurs to covered buildings or structures, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning, or land use ordinance or law.

b) Increased Cost of Construction

If a Covered Cause of Loss occurs to the covered buildings or structures, we will pay for the increased cost to:

i) Repair or reconstruct damaged portions of that covered building or structure; and/or

ii) Reconstruct or remodel undamaged portions of that covered building or structure;

When such increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

ii) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled.

ii. What We Will Pay

a) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

b) With respect to the Increased Cost of Construction:

i) We will not pay for the Increased Cost of Construction:

I. Until the property is actually repaired or replaced, at the same or another premises, and

II. Unless the repairs or replacement are made as soon as reasonably possible after the "loss," not to exceed two years. We may extend this period in writing during the two years.

ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

iii) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

The most we will pay for the total of all covered "losses" for Demolition Cost and Increased Cost of Construction is the limit included on the Declarations. The Limit of Insurance listed on the Declaration is separate from the Limits of Insurance shown in Section 1. Of the Declarations.

iii. What We Will Not Pay

We will not pay for:

a) the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants;" or

b) "loss" due to any ordinance or law that:

i) You were required to comply with before the "loss," even if the building was undamaged; and

ii) You failed to comply with.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

i. Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

i. Any weapon employing atomic fission or fusion; or

ii. Nuclear reaction or radiation or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

i. War, including undeclared or civil war;

ii. 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

iii. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Ordinance or Law

The enforcement of any ordinance or law;

i. Regulating the construction, use or repair of any property; or

ii. Requiring the tearing down of any property, including the cost of removing its debris;

Except as provided under Paragraph A.7.

e. “Fungus, Wet Rot and Dry Rot

i. Presence, growth, proliferation, spread, destruction, decomposition, or any other activity of “fungus”, wet rot, or dry rot;

ii. We will not pay for the cost to test, monitor, contain, remove, extract, dispose of, treat, remediate, neutralize or decontaminate land, water or any property which has been (or is suspected to have been) contaminated by the presence of “fungus”, wet rot or dry rot.

This exclusion does not apply to “fungus”, wet rot or dry rot that results from a fire or lightning.

f. Water

i. “Flood”

ii. Mudslide or mudflow

iii. Water under the ground surface pressing on, or flowing or seeping through

a) Foundations, walls, floors or paved surfaces

b) Basements, whether paved or not; or

c) Doors, windows or other openings

iv. Water Damage was result of freezing, unless;

a) You have shut off the water supply and drained the plumbing systems; or

b) Made a reasonable effort to maintain heat in an enclosed building.

But if “loss” by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting loss. This exclusion does not apply to property in transit.

g. Earth Movement, Earthquake or Volcanic Eruption

Any earth movement (other than sinkhole collapse) such as earthquake, volcanic eruption, landslide, mine subsidence or earth sinking, rising, shifting, expanding, contracting or any other earth movement.

But we will pay for direct "loss" caused by resulting fire or explosion. This exclusion does not apply to property in transit.

2. We will not pay for a "loss" caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act by:

i. You, any of your partners, employees, directors, trustees, or authorized representatives;

ii. Anyone else with an interest in the property or their employees or authorized representatives; or

iii. Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or acts of destruction by your employees. But theft by employees is not covered.

c. Any willful act intended to cause a "loss" committed by you or anyone else at your direction.

d. Unexplained disappearance.

e. Shortage found upon taking inventory.

f. Rain, snow, sleet or ice, whether driven by wind or not. But we will pay for "loss":

i. Caused by collapse of the building or structure resulting directly from the weight of the rain, snow, sleet or ice;

ii. To the Covered Property within the building or structure caused by or resulting from rain, snow, sleet or ice when:

a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters; or

b) The "loss" is caused by or results from thawing of snow, sleet or ice on the building or structure.

This exclusion does not apply to property in transit.

g. Any "loss" covered under any guarantee, warranty or other expressed or implied obligation of any manufacturer or supplier. This exclusion applies whether or not such manufacturer or supplier is covered under this form.

h. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct "loss" caused by resulting fire or explosion.

i. Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or gas turbines. But we will pay for direct "loss" to other Covered Property caused by the explosion or resulting fire. We will also pay for "loss" caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

a. Faulty, inadequate or defective materials or workmanship.

b. Error, omission or deficiency in design or specifications.

c. Wear and tear, gradual deterioration, any quality in the property that causes it to damage or destroy itself, hidden or latent defect; mechanical breakdown; corrosion, rust, wet or dry rot, mold, dampness, cold or heat; insects, vermin or rodents.

d. Settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs, or ceilings.

4. We will not pay for any increase in a "loss" under the coverages for "soft costs" or "rental income" resulting from:

a. The suspension, lapse or cancellation of any lease, license, contract or order.

b. Breach of contract, late or non-completion of orders, or any other penalties.

c. Interference by strikers or other persons with the:

i. Manufacturing, production or transportation of property to be used in the construction project;

ii. Construction at the project site shown in the Coverage Form Declarations;

iii. Rebuilding, repairing or replacing the Covered Property; or

iv. Use and occupancy of the premises.

d. The additional time that would be required to repair or replace the property resulting from adverse weather conditions, reduction in work force due to economic conditions, or from changes necessary to correct deficiencies of original construction.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in this Coverage Form Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the Deductible shown in this Coverage Form Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. COVERED TERRITORY

We will cover property wherever located within the United States of America and Canada.

2. PRESERVATION OF PROPERTY

If it is necessary to move Covered Property from the described premises to preserve it from "loss" by a Covered Cause of Loss, we will pay for any direct physical "loss" to that property:

While it is being moved or while temporarily stored at another location; and

Only if the "loss" occurs within 30 days after the property is first moved.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The Transfer of Rights of Recovery Against Others to Us Condition contained in the Commercial Inland Marine Conditions is replaced by the following:

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after a "loss" to impair them.

You may waive your rights of recovery from another party in writing prior to a "loss." This will not restrict your insurance.

But you may not waive your rights of recovery from any architect, designer, or consulting engineer, including their agents and employees, for any "loss" arising out of their products or the performance of their professional services.

4. OPTION IN THE EVENT OF "LOSS"

In the event of "loss" we have the option to take all or any part of the property at an agreed or appraised value. We will give you notice of our intentions within 30 days after we receive the sworn statement of "loss."

5. LOSS PAYEES

"Loss," if any, will be payable to you and the loss payee(s) shown on the Certificates of Insurance on file with us as your and their interest may appear.

6. MORTGAGE HOLDERS

If a Mortgage Holder is listed on the Coverage Form Declarations, the following applies:

a. The term mortgage holder includes trustee.

b. We will pay for covered "loss" to buildings or structures to each mortgage holder shown on the Coverage Form Declarations in their order of precedence, as interests may appear.

c. The mortgage holder has the right to receive "loss" payment even if the mortgage holder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive "loss" payment if the mortgage holder:

   i. Pays any premium due under this Coverage Form at our request if you have failed to do so;

   ii. Submits a signed, sworn statement of "loss" within 60 days after receiving notice from us of your failure to do so; and

   iii. Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

   All of the terms of this Coverage Form will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any "loss" and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:

   i. The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

   ii. The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

   At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

   i. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

   ii. 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

7. VALUATION

The Valuation Condition contained in the Commercial Inland Marine Conditions is replaced by the following:

a. The value of your Covered Property will be the full cost to repair, replace or rebuild the property with substantially identical new property, including labor, reasonable profit, and overhead, without any deduction for depreciation.

b. The value of Covered Property of others will be the lesser of:

   i. The amount for which you are liable, plus the value of labor and materials you have added; or

   ii. The cost to replace with substantially identical new property, including labor and materials you have added.

   But we will not pay more for "loss" than the least of:

a. The applicable Limit of Insurance;

b. The cost to repair or replace the property for the same occupancy or use; or

c. The amount actually spent that is necessary to repair or replace the property.

We will not pay for "loss" on a replacement cost basis until the property is actually repaired or replaced. If not repaired or replaced within a reasonable time after "loss," the Valuation Condition in the Commercial Inland Marine Conditions is reinstated and will apply to that property.

In the event of "loss," the value of the property will be determined as of the time of "loss."

8. REWARDS

In the event of covered "loss" which, in our opinion, is of sufficient amount to warrant such action, we may advertise a reward. This reward may be advertised in your name or your name and ours, and would be available for information which would lead to the arrest and conviction of the person(s) causing the loss and/or the return of stolen property.

Whether such a reward is offered and the amount of such reward will be solely at our discretion but will not affect your Limits of Insurance in any way.

You may, at your option, add to the amount of the reward we offer or offer a reward yourself if we decide not to offer one. But we will not reimburse you for such reward or for any related expense.

F. DEFINITIONS

1. “Useable Existing Structure” means only those parts of an existing structure which are intended to be a permanent part of the completed covered project, according to the project plans, including all construction, reconstruction, alterations, additions, improvements, renovations or repairs that occurred prior to the effective date of this Policy.

2. “Temporary” means a period of 90 consecutive days or less.

3. "Flood" means waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

4. "Loss" means accidental loss or damage.

5. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

6. “Fungus” means any type or form of fungus, including mold, mildew, yeast or mushroom and any toxin, mycotoxin, spore, scent, waste product, or by-product produced or released by any fungus or by metabolism, growth, death or decay of any fungus.

7. "Rental Income" means:

   a. The net rental income (net profit or loss before income taxes) that would have been earned or incurred had there been no "loss," less charges and expenses that do not continue during the period of delay; and

   b. The fair rental value of any portion of the structure which is to be occupied by you.

8. "Scheduled date of completion" means the earlier of the following dates:

   a. The completion date as stated in the construction contract; or

   b. The expiration date of this policy.

9. "Soft Costs" means only the following extra expenses:

   a. Construction loan interest on financing under the Construction Loan Agreement;

   b. Real estate and property taxes on the construction project site;

   c. Architect, engineering and consultant fees, building inspection, building license and permit fees;

   d. Legal and accounting fees;

e. Insurance premium for the Builders' Risk Coverage Form;

f. Advertising and promotional expenses;

g. Commissions, legal and accounting fees and administrative expenses resulting from renegotiation of leases; and

h. Any other additional fees or expenses endorsed onto this policy.

NONRENEWAL NOTICE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

Due to the unique risk insured and limited term of the coverage provided under this policy, it is agreed that this policy expires on the date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date, however, the Company has no obligation to extend this policy period

Other Terms Remain the Same

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

i. Computer hardware, including microprocessors;

ii. Computer application software;

iii. Computer operating systems and related software;

iv. Computer networks;

v. Microprocessors (computer chips) not part of any computer system; or

vi. Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

Due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial In-land Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or

b. In a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes of Loss – Broad Form;

We will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY

SCHEDULE

SCHEDULE - PART 1

Terrorism Premium (Certified Acts)	$0

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses *(Refer to Paragraph **B.** in this endorsement.)*	81%	Year: 2019
Federal share of terrorism losses *(Refer to Paragraph **B.** in this endorsement.)*	80%	Year: 2018

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following: In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participating in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap on Insurer Participating in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in

such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

Palomar

IMPORTANT NOTICE IN WITNESS CLAUSE

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHERE OF, this Company has executed and attested these presents and, where required by law, has caused the policy to be countersigned by its duly Authorized Representative(s).

President

Executive Vice President & Secretary

QUESTIONS REGARDING YOUR INSURANCE?

Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance, contact the following (please have your policy or claim number available):

Palomar Specialty Insurance Comapany
Customer Service
7979 Ivanhoe Avenue, Suite 500
La Jolla CA 92037

619-567-5290

service@palomarspecialty.com

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers.

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PALOMAR SPECIALTY INSURANCE COMPANY

CLAIM REPORTING PROCEDURES

Phone:	877-201-4874
Fax:	800-393-8104
Email:	claims@palomarspecialty.com
Mail:	York Risk Services Group, Inc. Attention: OSC P.O. Box 619079 Roseville, CA 95661
Website:	www.palomarspecialty.com / www.yorkrsg.com

To expedite the handling of your claim please reference client #9057 and provide the following information:

1. **Named Insured:**
2. **Policy Number:**

The York Claims Intake Center will review all claims notices upon receipt and assign to the appropriate York branch office. A claim acknowledgement will then be transmitted to the designated individuals notifying them of the York claim number and the adjuster assigned to the claim.

EXHIBIT A

SCOPE OF WORK

CHURCH STREET CEMETERY – HURRICANE REPAIRS – WEST WALL RPEAIRS

106 SOUTH SCOTT STREET

MOBILE, ALABAMA 36602

CE-046-21

Carefully disassemble approximately thirty-one linear feet (31LF) of the west side masonry wall damaged by Hurricane Sally to grade, provide rebar reinforcement, and reassemble toothed in new construction to match all materials, characteristics, and portions of the adjacent sections, so that work creates a visually indiscernible and structurally sound wall section. All work shall conform to Secretary of the Interior's standards for historic preservation, as per the bid documents and associated design.

END OF SCOPE OF WORK

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

Shonnda Smith, Senior Director Parks & Recreation

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

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	8/24/2021 - 10:44 AM
Legal	Kern, Chris	Approved	8/24/2021 - 5:08 PM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve item based bid award to Star Graphics Inc for Graphics for MPD vehicles.

General fund.

Amount of Contract:
N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20210823 Graphics Agenda Package POs	Cover Memo	8/23/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/26/2021 - 3:43 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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5581	POLICE VEHICLE GRAPHICS AND INSTALLATION	64	Various, see bid tab	One year, renewable for two additional one-year periods.	(294199) STAR GRAPHICS INC

Adopted:

_____

City Clerk

TABULATION OF BIDS			NAME					
			STAR Graphics	Image 360	SJ's Arms			
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
		VEHICLE						
		SEDANS	570	950	990			
		Hybrids	525	850	990			
		P/U 6'+8'	570	1045	1090			
		2 Door	570	875	1090			
		Extended	570	1025	1090			
		Crew Cab	570	1045	1090			
		Stake Body	570	675	—			
		VAN Small	570	850	990			
		VAN Transit	570	950	990			
		VAN Full Size	650	1070	1090			
		SUV Large	570	1070	990			
		SUV Mid/Sm	570	1070	1090			
		Removal	150 ea	500	400			
		REPLACEMENT						
		SEDAN Large		—				
		Fender	70	—	350			
		Door RT	175	325	350			
		Door Left	70	325	350			
		Fender	60	325	350			
		Trunk Rear	70	275	350			

TABULATION OF BIDS			NAME						
			STAR Graphics	Impact 360	SignaRama				
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
Sedan Small									
		Fender Ft	70	—	350				
		Door Ft	75	285	350				
		Door Rear	70	285	350				
		Fender Rear	40	285	350				
		Trunk Rear	70	185	350				
Trucks F150									
		Fender Ft	70	—	350				
		Door	75	365	350				
		Body	75	365	350				
		Tailgate Rear	70	250	350				
Truck Ext Cab									
		Fender	70	—	350				
		Door	75	375	350				
		Door	70	375	350				
		Body	75	375	350				
		Tailgate Rear	70	250	350				
Truck Crew Cab									
		Fender	70	—	350				
		Door	75	385	350				
		Door	70	385	350				

TABULATION OF BIDS			NAMES						
			5 Star Graphics	Image 360	Sign-A-Rama				
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	A
		Body	75	385	350				
		Tailgate Rear	70	250	350				
Truck Stake Body									
		Fender	70	—	350				
		Door	70	345	350				
Van Small									
		Fender	70	—	350				
		Door Rt	75	295	350				
		Door	70	295	350				
		Rear Fender	70	295	350				
		Tailgate Metal	70	200	350				
Van Mid size									
		Fender	70	—	350				
		Door Rt	75	325	350				
		Door	70	325	350				
		Fender R.	70	325	350				
		Tailgate Metal	70	225	350				
Van Large									
		Fender	70	—	350				
		Door Rt	75	365	350				

TABULATION OF BIDS			NAME						
			STAR Graphics	Image 360	SIGNARAMA				
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	A
		Door	70	365	350				
		Fender R.	70	365	350				
		Tailgate Matl	70	250	350				
	SUV Small/med								
		Fender	70	—	350				
		Door Fit	75	365	350				
		Door	70	365	350				
		Fender R	70	365	350				
		Tailgate Matl	70	250	350				
	SUV LARGE								
		Fender	70	—	350				
		Door Fit	75	365	350				
		Door	70	365	350				
		Fender R	70	365	350				
		Tailgate Matl	70	250	350				

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/28/2021	5581	Police	2460 Government St

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, July 21, 2021

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.					

VENDOR TO PRODUCE A POLICE VEHICLE GRAPHICS IMAGE PACKAGE, AND INSTALL ON POLICE VEHICLES

Vendor to produce Graphics Image Package and install on City of Mobile Police Department Vehicles.

Vehicles that graphics will be installed on will include; Chevrolet Caprices, Expeditions, Tahoes, Vans, and Pick Up Trucks.

Upon award of this bid, the City will have a minimum of 40 vehicles that will have the graphics packages applied.

The City of Mobile owns the graphic design to be produced and applied.

Vendors shall provide a total per vehicle installed price for the Graphics Package bid.

Vendor shall provide pricing for each of the following:
- Patrol cars (Sedans), or Chevrolet Caprices
- Sport Utilities – Expedition or Tahoes
- Pick Up Trucks ½ to ¾ ton (standard to crew cabs with flat beds)
- Vans

All pricing shall include installation.

Vendor shall also provide pricing on individual replacement body panel graphics to include installation of the graphics. (SEE ATTACHED)

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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

The City of Mobile will deliver the vehicles to which the graphics package Will be applied to vendor's shop within 15 miles of the City of Mobile Police Jurisdiction. The City will not provide a location on City of Mobile property for the application of the graphics packages.

The City will have the graphics package applied to other vehicles as they are purchased, during the initial one (1) year award of this bid.

City of Mobile Business License may be required (see item 14 on reverse side).

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.

Pricing shall be good for the one (1) year 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 one (1) year periods, assuming all terms and conditions remain the same.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

BID PRICING REQUIRED FOR THE FOLLOWING:

Patrol Cars, Sedans Chevrolet Caprices, Taurus

Small/Mid-Sized Vehicles: Hybrids, Fusions, etc.

Sport Utilities (SUV) Expeditions, Tahoes

Pickup Trucks ½ Ton to 1 Ton (Standard Cab to Crew Cab, with bodies or flatbeds)

Vans: Small, Medium, and Large

(Pricing to be on Attached Sheet)

Attached is a color copy of the graphic; a full color graphic on a Caprice and Tahoe may be viewed at:

cityofmobile.org/bids; Bid #5581.

Vendor shall provide the graphics on 3M Material only. 3M 180 Series Vinyl and 8500 Series Over Laminate Vehicle Wrap Film only. No substitution of Film or Manufacturer will be allowed.

TO BE AWARDED ALL OR NONE.

OPTION:

Price to remove existing lettering and decals and prep vehicles, patrol car, SUV or truck for application of new graphics, if required.

Price Per Vehicle **$_____ Each**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PRICING

VEHICLES

Full Size Sedan Caprice, Taurus	$_____
Hybrids Ford Fusion or Equal	$_____
Trucks: F150, F250, F350 with 6.5 to 8.0 Ft. Bed	$_____
Standard Cab (2 Door)	$_____
Extended Cab	$_____
Crew Cab	$_____
Trucks: Stake Body F250/F350/F450	$_____
Vans	
Small	$_____
Transit Type	$_____
Full Size	$_____
SUV's	
Expedition/Tahoe	$_____
Explorer/Interceptor SUV	$_____

OPTION:

Price to remove existing lettering and decals for application of new graphics:

Price per Vehicle: $_____EA

R-1 **REPLACEMENT PRICING**

VEHICLES

Sedans – Large, Caprice, or Equal

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Trunk/Rear	$_____

Small Sedans - Hybrids Ford Fusion or Equal

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Trunk/Rear	$_____

Trucks

F150/F250/F350 – Standard Cab

Front Fender – Right/Left	$_____/panel
Cab/Door – Right/Left	$_____/panel
Pick-up Body Side – Right/Left	$_____/panel
Tailgate/Rear	$_____

R-2 REPLACEMENT PRICING

VEHICLES

Truck: Extended Cab/Supercab

Front Fender – Right/Left	$_____/panel
Cab Door Front – Right/Left	$_____/panel
Cab Door Rear – Right/Left	$_____/panel
Pick-up Body Side – Right/Left	$_____/panel
Tailgate/Rear	$_____

Truck: Crew Cab/Supercrew

Front Fender – Right/Left	$_____/panel
Cab Door Front – Right/Left	$_____/panel
Cab Door Rear – Right/Left	$_____/panel
Pick-up Body Side – Right/Left	$_____/panel
Tailgate/Rear	$_____

Truck Stake Body - F250/F350/F450

Front Fender – Right/Left	$_____/panel
Cab/Door – Right/Left	$_____/panel

Van – Small

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Passenger Doors – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

R-3 REPLACEMENT PRICING

VEHICLES

Mid-Sized Vans - Transit Type

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Passenger Doors – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

Large Vans – Transit/Express Cargo

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Passenger Doors – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

SUV's – Medium/Small

Explorer/Interceptor SUV

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

R-4 **REPLACEMENT PRICING**

VEHICLES

SUV's – Large

Expedition/Tahoe

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

433
911
POLICE
Mobile

POLICE
DIAL
911
433
57350MU

POLICE

POLICE
Mobile
911

POLICE
DIAL
911
41059 MB

POLICE
Mobile
911
20-39

POLICE
DIAL 911
67877MU
20-39

MOBILE
ALABAMA

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 insure 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:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Med-Eng LLC for an EOD Bomb Suit and accessories for MPD.

Amount of Contract:

$36,525.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210825 MedEng Agenda Package POs	Cover Memo	8/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/26/2021 - 3:42 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
12406	2021	(1530) POLICE ADMIN SERVICES	EOD BOMB SUIT, FACE SHIELD, HELMET, FOOT PROTECTION, BATTERY (SEALED BID 5593)	$36,525.00	(297810) MED-ENG LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012406-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1534.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MED-ENG LLC	POLICE SPECIAL OPERATIONS
103 TULLOCH DR	4851 MUSEUM DRIVE
	MOBILE, AL 36608
OGDENSBURG, NY 13669	
Tel#613-288-5451	
Fax 613-482-4991	
	Deliver To
	POLICE SPECIAL OPERATIONS
	4851 MUSEUM DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5593 AND YOUR QUOTE			
001	BOMB SUIT EOD 10E OLIVE DRAB SIZE LARGE PART# 8002579	1.00 EACH	18054.00000	18054.00
	1 1000.30.15.1530.1534.1530.0000.0000.47010.			18054.00
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
	Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
002	EOD 10E BA FACE SHIELD BA FACE SHIELD ASSEMBLY KIT PART# 8001051	1.00 EACH	2732.00000	2732.00
	1 1000.30.15.1530.1534.1530.0000.0000.47010.			2732.00

Bill To	Requisition 00012406-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
MED-ENG LLC
103 TULLOCH DR

OGDENSBURG, NY 13669

Tel#613-288-5451
Fax 613-482-4991

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
003	EOD 10E HELMET PKG, OLIVE DRAB PART# 8002581	1.00 EACH	14575.00000	14575.00
	1 1000.30.15.1530.1534.1530.0000.0000.47010.			14575.00
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
004	FULL FOOT PROTECTION, PAIR, PART# 8000807	1.00 EACH	420.00000	420.00

Bill To	Requisition 00012406-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
MED-ENG LLC
103 TULLOCH DR

OGDENSBURG, NY 13669

Tel#613-288-5451
Fax 613-482-4991

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1534.1530.0000.0000.47010.			420.00

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

005	BB-2590 BATTERY W CHARGER KIT; PART# 8001061	1.00 EACH	744.00000	744.00
1	1000.30.15.1530.1534.1530.0000.0000.47010.			744.00

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 36525.00

Bill To	Requisition 00012406-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1534.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor
MED-ENG LLC
103 TULLOCH DR

OGDENSBURG, NY 13669

Tel#613-288-5451
Fax 613-482-4991

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.47010.	36525.00	1751795.80

SPECIAL OPERATIONS DIV EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	08/25/21	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	08/25/21	DONNA MICHELE STANLEY	Requisition item added changed
Forward	06/09/21	JOHN PAINE	
Approved	08/25/21	DONNA MICHELE STANLEY	
Approved	08/25/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/25/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/25/21	JOHN PAINE	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

TABULATION BID 5593

	FEDERAL RESOURCES		MED-ENG. LLC	
BOMB SUIT	8002579	$20,039.94	8002579	$18,054.00
FACE SHIELD	8001051	$3,032.52	8001051	$2,732.00
HELMET	8002581	$16,178.25	8002581	$14,575.00
FULL FOOT PROTECTION	8000807	$466.20	8000807	$420.00
BATTERY CHARGER WITH KIT	8001061	$825.84	8001061	$744.00
		$40,542.75		$36,525.00

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

BID SHEET

This is Not an Order

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

Typed by: tajb Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/05/2021	5593	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM., Friday, August 20, 2021

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 - 5	**BOMB SUIT WITH HELMET** EOD 10 Bomb Suit Complete with Helmet, Full Foot Protection and Battery with Charger Kit, as per the following and attached Specifications. **Bomb Suit, EOD 10E** Make _____ Model _____ **BA Face Shield Kit EOD 10E** Make _____ Model _____ **Helmet, EOD 10E Helmet Package** Make _____ Model _____ **Full Foot Protection, Regular Pair** Make _____ Model _____ **Battery with Charger Kit, BB-2590** Make _____ Model _____					
			TOTAL			

Page 1of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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

Quantities listed are approximate only. Additional quantities may be purchased as needed.

Quote delivered pricing FOB Mobile Alabama.

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.

Pricing shall be firm for the one (1) year period following the award of the Bid. At the option of the City of Mobile, the award of this bid may be extended for up to two (2) additional one (1) year periods.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	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		EXTENSION	
				Dollars	Cents	Dollars	Cents

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.Questions are not to be directed to a department.Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

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 completed order.

MOBILE
ALABAMA

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 insure 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:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wilson Dismukes Inc for 50 Stihl FS131R trimmers for Public Works and Parks.

Amount of Contract:

$18,699.00

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

ATTACHMENTS:

Description	Type	Upload Date
20210826 Wilson Agenda Package POs	Cover Memo	8/26/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	8/26/2021 - 3:42 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
12807	2021	(F7000) MOTOR POOL	50 STIHL FS131R TRIMMERS (SEALED BID 5594)	$18,699.00	(237250) WILSON DISMUKES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012807-00 FY 2021
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910514396 Status: Released Page 1

Vendor	Ship To
WILSON DISMUKES INC 2646 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-476-9871 Fax 251-476-9874	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/21	237250	06/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID 5594 AND YOUR QUOTE			
001	TRIMMER AS SPECIFIED: STIHL FS131R PROFESSIONAL LOOP HANDLE TRIMMER DISPLACEMENT - 36.3 CC, ENGINE POWER 1.4 kW, WEIGHT - 5.5 kg, FUEL CAPACITY 710 cc Additional Description Notes --- STIHL FS131R PROFESSIONAL LOOP HANDLE TRIMMER DISPLACEMENT - 36.3 CC, ENGINE POWER 1.4 kW, WEIGHT - 5.5 kg, FUEL CAPACITY 710 cc. REQUESTED BY PUBLIC SERVICES MAINTENANCE AND PARKS DEPARTMENT.	50.00 EACH	373.98000	18699.00
1	7000.40.20.0000.0000.2070.0000.0000.47020.			18699.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00012807-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
WILSON DISMUKES INC	MOTOR POOL
2646 GOVERNMENT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-476-9871	Delivery Reference
Fax 251-476-9874	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/21	237250	06/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			18699.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47020.	18699.00	
MOTOR POOL EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
CCancelled	08/25/21	DONNA MICHELE STANLEY	GL Allocation changed
Rejected	06/17/21	DIANE MCCARTY	ADDING A COMMENT
Approved	06/18/21	DIANE MCCARTY	
Approved	08/26/21	DIANE MCCARTY	
Approved	06/18/21	JOHN PEAVY	Auto approved by: 910518527
Approved	06/18/21	JAMES DELAPP	
Forward	06/18/21	JOHN PAINE	
Queued	08/26/21	JOHN PEAVY	
Queued	08/26/21	JAMES DELAPP	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
Signature

TABULATION BID 5594

	CENTRAL ALABAMA TRAINING SOLUTION			WILSON DISMUKES
MS291 20"	MS291KIT20	$448.00	MS291 20"	$ 424.98
MS291 18"	MS291KIT18	$439.00	MS291 18"	$ 416.48
CUTQUIK TS420	TS420	$969.00	TS420	$ 960.49
BACKPACK BLOWER	BR800X	$529.00	BR800X	$ 509.98
TRIMMER	FS131R AUTO	$399.00	FS131R	$ 373.98
EDGER	FC111	$449.00	FC111	$ 424.98
HONDA GENERATOR	EU30001SAN	$2,299.00	EU3000SIAN	$2,140.00
RESCUE CHAIN SAW	MS462RSCM20	$1,248.00	MS461R	$1,164.48
DEPTH LIMITER FOR RESCUE SAW	MS460MRS	$438.00	11282610007	$ 329.00

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

BID SHEET

This is Not an Order

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

Typed by: tajb Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/05/2021	5594	EQUIPMENT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, August 20, 2021

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.					
	CHAIN SAWS, BACK PACK BLOWERS, TRIMMERS AND GENERATOR					
	CHAIN SAWS, BACK PACK BLOWERS, TRIMMERS AND GENERATOR					
Qty 6-30	STIHL MS291 20" CHAINSAW, 55.5CC MOTOR, WITH ADVANCED ANTI-VIBRATION SYSTEM, MFR IS STIHL. *NO SUBSTITUTIONS* Make _____ Model _____					
Qty 6-30	STIHL MS291 18" CHAINSAW, 55.5CC MOTOR, WITH ADVANCED ANTI-VIBRATION SYSTEM, MFR IS STIHL. *NO SUBSTITUTIONS* Make _____ Model _____					
	Page 1 of 4					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

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 4					
Qty 1-30		SAW, STIHL CUTQUIK TS420. *NO SUBSTITUTIONS* Make _____ Model _____					
Qty 25-100		2021 BACKPACK BLOWER, STIHL BR800 X MAGNUM *NO SUBSTITUTIONS* Make _____ Model _____					
Qty 50-150		LOOP HANDLE TRIMMER STIHL FS131R *NO SUBSTITUTIONS* Make _____ Model _____					
Qty 25-100		EDGER WITH LOOP HANDLE, STIHL FC111 *NO SUBSTITUTIONS* Make _____ Model _____					
Qty 1-20		3000 WATT QUIET SERIES GENERATORWITH CO-MINDER/BLUETOOTH HONDA ITEM EU3000S1AN *NO SUBSTITUTIONS* Make _____ Model _____					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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 4						
	The following items are to be awarded all or none.						
Qty 1-20	CHAIN SAW STIHL MS461RS RESCUE 20" *NO SUBSTITUTIONS* Make _____ Model _____						
Qty 1-20	DEPTH LIMITER KIT FOR THE STIHL CHAIN SAW MS461RS RESCUE 20" ABOVE. P/N 1128 007 1020 *NO SUBSTITUTIONS* Make _____ Model _____						
	Quantities listed are approximate only. Additional quantities may be purchased as needed.						
	<u>All prices are to include delivery to the address below.</u> MOTOR POOL 745 BROAD STREET MOBILE, AL 36604						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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		EXTENSION	
				Dollars	Cents	Dollars	Cents

Pricing to be firm for a one-year period after award of 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 one-year periods.

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.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.Questions are not to be directed to a department.Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON PER ITEM BASIS.

					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice;and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

MOBILE
ALABAMA

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 insure 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:9/7/2021

Submitted by:

Ashley Todd- Executive Assistant

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

We need $30,000 transferred from 10045000.42200 to C0078. This will be used to replace the carpet in the MIT building.

Amount of Contract:

$30,000

Funding Source

Project # IT Improvements & Upgrades- C0078 **Discretionary Funds**

Project String C0078 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	8/25/2021 - 5:07 PM
Budget	Sapp, Celia	Approved	8/25/2021 - 4:54 PM
Legal	Gibson, Grant	Approved	8/26/2021 - 11:12 AM
Legal	Gibson, Grant	Approved	8/26/2021 - 11:21 AM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Small

Purpose and Scope of Project:

To provide a new 60 KW emergency diesel-powered generator at Fire Station #16 (Lathan). Funding source is 10041522-42150 Fire Suppression

Amount of Contract:

$36,500.00

Funding Source

Project # Fire Station #16 (Lathan) – Emergency Generator & Service Modification FD-054-21	**Discretionary Funds**
Project String 10041522-42150 Fire Suppression	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	8/23/2021 - 10:16 AM
Budget	Sapp, Celia	Approved	8/26/2021 - 10:22 AM
Legal	Gibson, Grant	Approved	8/26/2021 - 12:13 PM
Legal	Gibson, Grant	Approved	8/26/2021 - 12:16 PM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Williams

Purpose and Scope of Project:

To retrofit four (4) existing ball fields at Mims Park with Musco Lighting System

Amount of Contract:

$273,089.00

Funding Source

Project # Mims Park – LED Lighting Upgrade PR-062-21	**Discretionary Funds**
Project String C0529 (20002000-48010)	**Contract Number:**3413
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cap. Cover Sheet	Cover Memo	8/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	8/25/2021 - 5:36 PM
Capital	Hollins, Tiffany	Approved	8/26/2021 - 10:36 AM
Legal	Gibson, Grant	Approved	8/26/2021 - 11:36 AM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:44 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: MIMS PARK COMBO FIELD IMPROV - CAPITAL ACCOUNT #C0529 MIMS PARK – LED LIGHTING UPGRADE (5400 GRISHILDE DRIVE)

ARCHITECTURAL ENGINEERING PROJECT #: PR-062-21

PROJECT #: C0529 (20002000-48010)

CONTRACT AMOUNT: $273,089.00 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: TO RETROFIT FOUR (4) EXISTING BALL FIELDS AT MIMS PARK WITH MUSCO LIGHTING SYSTEM.

VENDOR NAME: BILL SMITH ELECTRIC, INC.

VENDOR NUMBER: 286307

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

CONTRACT ADMINISTRATOR: CINDY KLOTZ (Interim Director of Architectural Engineering)

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services
Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: N/A

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

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

Prepared by: *Katie Cassil* – Secretary III **Date:** 8/23/2021

Revised 2/25/2016 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Allstate Property and Casualty Insurance Company as Subrogee of Mikala Jackson

Amount of Contract:
n/a

Effective Date of Contract:
9/7/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Allstate - Mikala Jackson

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/24/2021 - 11:57 AM
Legal	Kern, Chris	Approved	8/24/2021 - 5:15 PM
Mayors	Barber, James	Approved	8/26/2021 - 3:44

Office PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER BESS RICH

Purpose and Scope of Project:
FUNDS WILL BE USED FOR A NEW GLASS WINDOW PANE IN THE LOBBY AREA OF THE LADD-PEEBLES SPORTS & ENTERTAINMENT COMPLEX

Amount of Contract:
$1,500.00

Funding Source

Project # DSC-06 / 10041020-42080	**Discretionary Funds** DSC-06
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/2/2021 - 10:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:
FUNDS WILL ASSIST THE U.S.A. HEALTHY COMMUNITIES VACCINATION EVENT THAT WAS HELD ON SATURDAY, JULY 24, 2021

Amount of Contract:
$500.00

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/2/2021 - 1:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE BLACK ARTIST AND VOICES AND THE 'PHOTO VOICE PROJECT" TO BE HELD SEPTEMBER 2021 AND ENDS IN AUGUST 2022

Amount of Contract:

$2,500.00

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/2/2021 - 1:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:
FUNDS WILL BE USED FOR LANDSCAPING, IMPROVEMENT AROUND THE SAND LOT LOCATION AND THE JAPANESE AZALEAS

Amount of Contract:
$200.00

Funding Source

Project # DSC-07 - 10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/2/2021 - 1:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 4:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Rich

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	9/3/2021 - 11:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Friedrichs Custom Mfg Inc for the repair of 485 street barricades.

General Fund.

Amount of Contract:

$16,465.75

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

ATTACHMENTS:

Description	Type	Upload Date
20210831 Friedrichs Agenda Package POs	Cover Memo	8/31/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/2/2021 - 3:04 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
13438	2021	(2060) TRAFFIC ENGINEERING	REPAIR 485 STREET BARRICADES FOR TRAFFIC ENGINEERING (SEALED BID 5064)	$16,465.75	(294677) FRIEDRICHS CUSTOM MFG INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013438-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
FRIEDRICHS CUSTOM MFG INC	TRAFFIC ENGINEERING
303 BUTTERWORTH ST	852 GAYLE STREET
	MOBILE, AL 36604
NEW ORLEANS, LA 70121	LADONNA.MAY@CITYOFMOBILE.ORG
Tel#504-734-2488	Delivery Reference
Fax 504-734-2468	LADONNA MAY
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/21	294677				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5064 AND YOUR QUOTE			
001	BARRICADE REPAIRED, VENDOR TO PICK UP REPAIR AND RETURN.	70.00 EACH	33.95000	2376.50
	Additional Description Notes			
	CROW FEET			
	Vendor Item			
	Inventory Item/Loc 7725			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0042 .OPERSUPPLS. .			2376.50
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	LADONNA MAY			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
002	BARRICADE REPAIRED, VENDOR TO PICK UP REPAIR AND RETURN.	415.00 EACH	33.95000	14089.25
	Additional Description Notes			

Bill To	Requisition 00013438-00 FY 2021
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: Status: Released Page 2

Vendor	Ship To
FRIEDRICHS CUSTOM MFG INC 303 BUTTERWORTH ST NEW ORLEANS, LA 70121 Tel#504-734-2488 Fax 504-734-2468	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 LADONNA.MAY@CITYOFMOBILE.ORG Delivery Reference LADONNA MAY Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/21	294677				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	FLAT FOOT Vendor Item Inventory Item/Loc 7725			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0042 .OPERSUPPLS. .			14089.25
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference LADONNA MAY Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 16465.75

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

Account	Amount	Remaining Budget
E E0042 .OPERSUPPLS. .	16465.75	46569.70

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	16465.75	

Bill To	Requisition 00013438-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
FRIEDRICHS CUSTOM MFG INC	TRAFFIC ENGINEERING
303 BUTTERWORTH ST	852 GAYLE STREET
	MOBILE, AL 36604
NEW ORLEANS, LA 70121	LADONNA.MAY@CITYOFMOBILE.ORG
Tel#504-734-2488	Delivery Reference
Fax 504-734-2468	LADONNA MAY
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/21	294677				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/27/21	JOHN PAINE	GL Allocation, GL Allocation c
Approved	06/29/21	MARYBETH BERGIN	
Approved	06/29/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	08/27/21	MARYBETH BERGIN	
Approved	08/27/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	06/29/21	TIFFANY HOLLINS	
Approved	06/29/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	06/29/21	RELYA MALLORY	Auto approved by: 910514227
Approved	08/27/21	BRENDA RHODES	
Approved	08/27/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/27/21	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/27/21	JOHN PAINE	
Queued	08/27/21	DONNA MICHELE STANLEY	
Queued	08/27/21	DONALD ROSE	
Queued	08/27/21	SANDRA LEWIS	
Queued	08/27/21	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of a purchase order to CDW Government LLC for 550 one-year MS Office 365 G3 subscriptions for MPD.

General Fund.

Amount of Contract:

$42,856.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210831 CDW Agenda Package POs	Cover Memo	8/31/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/2/2021 - 3:04 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
16029	2021	(5000) INFORMATION TECHNOLOGY	550 ONE-YEAR MS OFFICE 365 G3 SOFTWARE SUBSCRIPTIONS FOR MPD (AL STATE CONTRACT)	$42,856.00	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00016029-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/21	272932	08/21/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER ALABAMA NVP SOFTWARE ADSPO 16-130652 MA 999-17000000186.			
	PRORATED 9 MONTHS.			
001	ITEM: Microsoft Office 365 Plan G3 subscription license 1 month 1 user Supplier Part No: 5830101 Manufacturer Part No: AAA-11662-CCD-12MO Manufacturer Name: Microsoft MPSA Government Supplier Quote No: 31768:MHZG440 NIGP: UNSPSC: 43000000 PRORATED FOR 9 MONTHS	550.00 EACH	77.92000	42856.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0025 .OPERSUPPLS. .			42856.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference POLICE DEPARTMENT			
	Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00016029-00 FY 2021
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/21	272932	08/21/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 42856.00

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

Account			Amount	Remaining Budget
E E0025	.OPERSUPPLS.	.	42856.00	23565.11

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	42856.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	08/20/21	MARK PEARSON	Auto approved by: 91057606
Approved	08/20/21	SCOTT KEARNEY	
Approved	08/20/21	MARK PEARSON	Auto approved by: 91057606
Approved	08/20/21	SCOTT KEARNEY	
Approved	08/31/21	MARK PEARSON	Auto approved by: 91057606
Approved	08/31/21	SCOTT KEARNEY	
Approved	08/31/21	MARK PEARSON	Auto approved by: 91057606
Approved	08/31/21	SCOTT KEARNEY	
Approved	08/20/21	BRENDA RHODES	
Approved	08/20/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/20/21	RELYA MALLORY	Auto approved by: 910511034
Approved	08/31/21	BRENDA RHODES	
Approved	08/31/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/31/21	RELYA MALLORY	Auto approved by: 910511034

Bill To	Requisition 00016029-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/21	272932	08/21/21			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Forward	08/20/21	JOHN PAINE			
	Unknown	08/31/21	DONALD ROSE			
	Rejected	08/31/21	DONALD ROSE		Rejected by: 9105fola SEE REJE	
	Approved	08/31/21	DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved	08/31/21	DONALD ROSE		Approved by: 9105fola	
	Approved	08/31/21	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	08/31/21	JOHN PAINE		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 17000000186**

NOT TO EXCEED AMOUNT:

Begin Date:	07/27/2017	Procurement Folder:	389954
Expiration Date:	01/07/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/10/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Jennifer Loretz	Jennifer Loretz	Jennifer Loretz
334-242-7370	334-242-7370	334-242-7370
jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract renewed

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC

75 REMITTANCE DR, SUITE 1515

CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146
britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		$0.000000	$0.00			$0.00	$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
CDW Contract No. ADSP016-130652
Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

TERMS AND CONDITIONS

Mandatory Source:
All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Contract Length:
Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Quote Requests:
Response time should be within twenty-four (24) hours but no more than three (3) business days.

Guaranteed 30 Day Quote:
Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during that time, the Reseller may provide two quotes, based upon the date that the order is received.

Delivery Period:
Reseller to provide delivery no longer than ten (10) business days after receipt of valid order unless conditions arise outside the control of the Reseller. The Reseller is to notify the Purchasing Entity of delay and anticipated delivery ship date. If this delay is unacceptable to the Purchasing Entity, the order can be canceled without penalty.

Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Non-appropriation of Funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Third Party Cloud Services:
In the event that the State of Alabama purchases Cloud Services from the Contract vendor, the following terms shall govern such purchases:

Definition
"Personal Data" means data which relate to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the

individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services

State of Alabama acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by State of Alabama and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, State of Alabama shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the State of Alabama and State of Alabama will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

Warranties State of Alabama acknowledges that Contract vendor is not the provider of the Cloud Services purchased by State of Alabama hereunder and the only warranties offered are those of the Cloud Service Provider, not Contract vendor. In purchasing the Cloud Services, State of Alabama relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only.

State of Alabama further acknowledges and agrees that Contract vendor makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and State of Alabama shall indemnify, defend and hold Contract vendor, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. State of Alabama further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud STATE OF ALABAMA Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, CONTRACT VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, CONTRACT VENDOR DOES OT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET STATE OF ALABAMA'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. STATE OF ALABAMA ACKNOWLEDGES THAT NO REPRESENTATIVE OF CONTRACT VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

State of Alabama shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. State of Alabama shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. CONTRACT VENDOR, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND STATE OF ALABAMA ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.THE ENTIRE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY STATE OF ALABAMA FOR THE CLOUD SERVICE(S).

	PUBLISHERS	MARKUP/DOWN
KEY EMIZED	ADOBE	.97%
	CITRIX	.97%
	MICROSOFT	1.26%
	NOVELL	.97%
	SYMANTEC	.97%
	VMWARE	.88%

THER EMIZED	AI SQUARED	2.20%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.13%
	ALLIANCE ENTERPRISES	2.20%
	APPLE	2.20%
	ATTACHMATE – MICROFOCUS	1.25%
	AUTODESK	2.20%
	AUTONOMY – HP	2.20%
	BAKBONE – DELL	1.13%
	BARRACUDA	2.20%
	BOMGAR REMOTE SOFTWARE	.75%
	CA TECHNOLOGIES	2.20%
	CISCO	2.20%
	COMPUTRONIX USA	1.13%
	COMPUWARE	2.20%
	COREL	2.20%
	DOUBLETAKE	2.20%
	EMC	2.20%
	ENCHOICE	2.20%
	ESET	2.20%
	ESRI	2.20%
	FREEDOM SCIENTIFIC	2.20%
	GUARDIAN EDGE – SYMANTEC	2.20%
	GW MICRO	2.20%
	IBM	2.20%
	ICM CONVERSIONS	2.20%
	INFOR	2.20%
	INTERMEDIX EMSYSTEMS	2.20%
	HP	2.20%
	HUMANWARE	2.20%
	INFORMATION BUILDERS	2.20%
	KRONOS SOFTWARE	2.20%
	LANDESK	2.20%
	LASERFISCHE	2.20%
	LIQUIDWARE STATUSPHERE	2.20%

	MICROFOCUS INC	2.20%
	MINJET	2.20%
	MPS	2.20%
	MQSOFTWARE – BMC SOFTWARE	2.20%
	NCIRCLE	00%
	NETOP	1.25%
	NUANCE	2.20%
	ORACLE	2.20%
	OSAM	2.20%
	PASSPORT	1.25%
	PATCHLINK	1.25%
	PROOFPOINT	2.20%
	RSA SECURITY	2.20%
	REFERENCIA SYSTEMS	2.20%
	SAP AMERICA	2.20%
	SAS	1.25%
	SOLUTIONS SOFTWARE	1.13%
	SOPHOS	2.20%
	SPLUNK SOFTWARE	2.20%
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	2.20%
	STELLENT – ORACLE	1.25%
	SUNGUARD	1.13%
	SYBASE	1.25%
	TECHSMITH	1.25%
	TREND MICRO	1.25%
	TRUSTWARE	.25%
	ULTRABAC	1.13%
	VORMETRIC	1.13%
	WEBSENSE	.88%
	any other non-listed publisher	2.20%

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of a purchase order to Federal Resources Supply for one SmartRay portable EOD X-Ray system.

Federal Grant funds.

Amount of Contract:

$69,663.60

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

ATTACHMENTS:

Description	Type	Upload Date
20210901 Federal Agenda Package POs	Cover Memo	9/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/2/2021 - 3:04 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
9794	2021	(1530) POLICE ADMINISTRATIVE SERVICES	SMARTRAY PORTABLE EOD X-RAY SYSTEM FOR MPD (SEALED BID 5601)	$69,663.60	(293195) FEDERAL RESOURCES SUPPLY

Adopted:

_____
City Clerk

Bill To	Requisition 00009794-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
FEDERAL RESOURCES SUPPLY COMPANY	POLICE SPECIAL OPERATIONS
235-G LOG CANOE CIRCLE	4851 MUSEUM DRIVE
	MOBILE, AL 36608
STEVENSVILLE, MD 21666	
Tel#800-892-1099	Delivery Reference
Fax 410-643-7701	PAUL ALFORD
	Deliver To
	POLICE SPECIAL OPERATIONS
	4851 MUSEUM DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	293195				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5601 AND YOUR QUOTE			
001	COMPLETE SMARTRAY P1417V3X XRAY SYSTEM W/ GOLDEN XR-150 GENERATOR	1.00 EACH	68814.60000	68814.60
	11411100			
	Additional Description Notes			
	PART # P1417V3X; COMPLETE PORTABLE X-RAY SYSTEM INCLUDING 14" X 17" HD NARROW MARGIN DR IMAGER, MIL-GRADE CONTROLLER, ADVANCED LONG RANGE WIRELESS COMMUNICATIONS, WIRED COMMUNICATIONS, ACCESSORIES, AND SMARTRAYVISION EOD SOFTWARE PACKED IN A CUSTOM RUGGEDIZED SHIPPING CASE. INCLUDES 2 YEAR SYSTEM WARRANTY AND 1 YEAR BATTERY WARRANTY.			
	NO SUBSTITUTIONS			
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-PD20LET .CAPEQUIPMT. .			68814.60
	Ship To			
	POLICE SPECIAL OPERATIONS			
	4851 MUSEUM DRIVE			
	MOBILE, AL 36608			
	Delivery Reference			
	PAUL ALFORD			
	Deliver To			

Bill To	Requisition 00009794-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
FEDERAL RESOURCES SUPPLY COMPANY	POLICE SPECIAL OPERATIONS
235-G LOG CANOE CIRCLE	4851 MUSEUM DRIVE
	MOBILE, AL 36608
STEVENSVILLE, MD 21666	
Tel#800-892-1099	Delivery Reference
Fax 410-643-7701	PAUL ALFORD
	Deliver To
	POLICE SPECIAL OPERATIONS
	4851 MUSEUM DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	293195				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
002	XR150 12V X-RAY KIT 110V: CABLE & CASE (SOURCE, 2 12V LI-ION BATTERIES, 110V CHARGER, CABLE & CASE) Additional Description Notes --- XR150 12V X-RAY KIT 110V: CABLE & CASE (SOURCE, 2 12V LI-ION BATTERIES, 110V CHARGER, CABLE & CASE); PART # 1111130 CASE:1708025 BATTERY: 1800105 CHARGER: 1800151 CABLE:1809030	1.00 EACH	849.00000	849.00
	1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-PD20LET .CAPEQUIPMT. .			849.00
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference PAUL ALFORD			
	Deliver To POLICE SPECIAL OPERATIONS			

Bill To	Requisition 00009794-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910514396
	Status: Released Page 3

Vendor	Ship To
FEDERAL RESOURCES SUPPLY COMPANY 235-G LOG CANOE CIRCLE STEVENSVILLE, MD 21666	POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
Tel#800-892-1099 Fax 410-643-7701	Delivery Reference PAUL ALFORD
	Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	293195				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	4851 MUSEUM DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 69663.60

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

Account	Amount	Remaining Budget
E G-PD20LET .CAPEQUIPMT. .	69663.60	1345.36

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

Account	Amount	Remaining Budget
5300.30.15.0000.0000.1530.0000.0000.47010.	69663.60	

MISC POLICE GRANTS EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	08/31/21	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	08/31/21	DONNA MICHELE STANLEY	GL Allocation changed
Approved	04/20/21	TAYLOR HARRIS	Auto approved by: 910519069
Approved	04/20/21	NANCY NGUYEN	
Approved	04/20/21	RANDY THREADGILL	Auto approved by: 910519069
Forward	04/20/21	JOHN PAINE	
Queued	08/31/21	TAYLOR HARRIS	
Queued	08/31/21	NANCY NGUYEN	
Queued	08/31/21	RANDY THREADGILL	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Bill To	Requisition 00009794-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910514396
	Status: Released Page 4

Vendor	Ship To
FEDERAL RESOURCES SUPPLY COMPANY	POLICE SPECIAL OPERATIONS
235-G LOG CANOE CIRCLE	4851 MUSEUM DRIVE
STEVENSVILLE, MD 21666	MOBILE, AL 36608
Tel#800-892-1099 Fax 410-643-7701	Delivery Reference PAUL ALFORD
	Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	293195				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID 5601 TABUALATION

Vendor Name	X-RAY WITH GENERTOR	BATTERY KIT
ADAMSON INDUSTRIES CORP	NO RESPONSE	
AMERICAN BLAST SYSTEMS, INC.	NO RESPONSE	
BOUND TREE MEDICAL LLC	NO RESPONSE	
CRIMETECH INC	NO RESPONSE	
EVIDENT INC	NO RESPONSE	
FEDERAL RESOURCES	$68,814.60	$849.00
GT DISTRIBUTORS OF GEORGIA INC	NO RESPONSE	
INTEGRATED ELECTRONIC TECHNOLOGIES LTD	NO RESPONSE	
KONOVAL LLC	NO RESPONSE	
LAWMENS & SHOOTERS SUPPLY INC	NO RESPONSE	
LEGAL IMAGING LLC	NO RESPONSE	
MINXRAY	NO RESPONSE	
NEXRAD	NO RESPONSE	
SECURITY DETECTION	NO RESPONSE	
SIRCHIE FINGER PRINT LABORATORIES	NO RESPONSE	
SMYRNA POLICE DISTRIBUTORS INC	NO RESPONSE	
SPECTRUM MEDICAL X-RAY CO	NO RESPONSE	
SUNBELT FIRE INC	NO RESPONSE	

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: tajb Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/12/2021	5601	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, August 27, 2021

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
QTY 1-5	**PORTABLE X-RAY SYSTEM** COMPLETE SMARTRAY P1417V3X XRAY SYSTEM W/ GOLDEN XR-150 GENERATOR OR EQUIVALANT AS PER THE ATTACHED SPECIFICATIONS. Make _____ Model _____						
QTY 1-5	BATTERY KIT TO INCLUDE 2 12V LI-ION BATTERIES, 110V CHARGER, CABLE & CASE FOR THE ABOVE UNIT. Make _____ Model _____						
	Quanties listed are approximations. Brand names are to establish mimimum standards. 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.

Firm Name _____

Typed Signature _____

By _____

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

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

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		EXTENSION	
			Dollars	Cents	Dollars	Cents

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 Licenseand 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.

Pricing to be firm for a one-year period after award of 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 one-year periods.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount_____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	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		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 3 of 3					
		If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.Questions are not to be directed to a department.Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.					
		TO BE AWARDED ON ALL OR NONE BASIS.					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

City of Mobile Police Department

Explosive Ordnance Disposal Unit

Specification Requirements RE: Primary EOD X-Ray System:

1. System must be digital and must support both wired and wireless operation
2. System must include high-definition DR panel sized 14' x 17' minimum
3. System software must INCLUDE and be able to remotely control a Golden XR-150 Pulse generator with software-controlled firing and sequencing
4. System must be self-contained for power and capable of a minimum of six (6) hours of battery operation
5. DR imager must be SSD Based and have an operational kV range of 40-400kV
6. DR imager must have an operational high temperature range of 140 degrees Fahrenheit
7. Must have remotely controlled Indefinite Timeframe Exposure Window (ITEW)
8. System must include Mosaic Auto-Stitch image capability
9. Must have software-controlled radio frequency capability and easily integrate with robotic platforms
10. System must include a rugged carry case
11. System must meet the Ingress Protection rating of IP65 (panel at IP67) for dust, dirt, splash and a 4-foot drop shock tolerance (no internal shock sensors)
12. System must have short-range tactical and long-range modes of operation while operating wireless
13. DR panel must have Tungsten layer for circuitry backscatter protection
14. System must support time and date stamps on each image and photo collection capability
15. Cold boot to first image must be under 75 seconds
16. Software must have 3D capability
17. DR imager must have auto self-calibration capability and never require manual calibration
18. System must have a solid state drive.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice;.and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

MOBILE
ALABAMA

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 insure 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:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Temple Inc for pedestrian signal central control units and push button stations.

CIP.

Amount of Contract:

$26,404.00

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

ATTACHMENTS:

Description	Type	Upload Date
20210901 Temple Agenda Package POs	Cover Memo	9/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/2/2021 - 3:05 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
13664	2021	(2062) ELECTRICAL	6 PEDESTRIAN SIGNAL CENTRAL CONTROL UNITS, 34 PEDESTRIAN SIGNAL PUSH BUTTON STATIONS (AL STATE CONTRACT)	$26,404.00	(280034) TEMPLE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013664-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TEMPLE INC	ELECTRICAL
P O BOX 2066	854 GAYLE STREET
	MOBILE, AL 36604
DECATUR, AL 35602	DLOVE@CITYOFMOBILE.ORG
Tel#256-353-3820	Delivery Reference
Fax 256-353-3351	DIANNA LOVE
	Deliver To
	ELECTRICAL
	854 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/21	280034				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER ALABAMA STATE CONTRACT MA TRAFFIC SIGNAL CABINETS AND COMPONENTS MA999 200000000292 LINE 5 AND YOUR QUOTE			
001	CENTRAL CONTROL UNIT (CCU) FOR TWO-WIRE ACCESSIBLE PEDESTRIAN SIGNAL SYSTEM, POLARA INS - ACCESSIBLE SHELF MOUNT CCU, ICCU-S2-ICCU SHELF MODEL, INCLUDES BIU CAPABILITY IN2-ICB INTERCONNECT BOARD FOR ICCU-S/ICCU-S2 N2-SDLC-CABLE SDLC CABLE TX 6', PER STATE CONTRACT MA TRAFFIC SIGNAL CABINETS AND COMPONENTS MA999 200000000292 LINE 5 Vendor Item	6.00 EACH	2202.00000	13212.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			4404.00
2	2000.80.00.0000.0000.0000.0000.0000.44020. E C0299 .OPERSUPPLS. .			8808.00

Bill To	Requisition 00013664-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TEMPLE INC	ELECTRICAL
P O BOX 2066	854 GAYLE STREET
	MOBILE, AL 36604
DECATUR, AL 35602	DLOVE@CITYOFMOBILE.ORG
Tel#256-353-3820	Delivery Reference
Fax 256-353-3351	DIANNA LOVE
	Deliver To
	ELECTRICAL
	854 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/21	280034				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604			
002	PEDESTRIAN PUSH BUTTON STATION (PBS) FOR TWO-WIRE ACCESSIBLE PEDESTRIAN SIGNAL SYSTEM, INS29AN0-X INAV2 PUSHBUTTON STATION 9X12 WITH SIGN, STATE CONTRACT MA TRAFFIC SIGNAL CABINETS AND COMPONENTS MA999 200000000292 LINE 5 Vendor Item	34.00 EACH	388.00000	13192.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			2328.00
2	2000.80.00.0000.0000.0000.0000.0000.44020. E C0299 .OPERSUPPLS. .			10864.00

Bill To	Requisition 00013664-00 FY 2021
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/21	280034				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 26404.00

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

Account			Amount	Remaining Budget
E C0293	.OPERSUPPLS.	.	6732.00	39012.73
E C0299	.OPERSUPPLS.	.	19672.00	146.34

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	26404.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/02/21	MARYBETH BERGIN	
Approved	07/02/21	JENNIFER WHITE	Auto approved by: 910515265

Bill To	Requisition 00013664-00 FY 2021
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/21	280034				ELECTRICAL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/27/21	MARYBETH BERGIN			
	Approved	08/27/21	JENNIFER WHITE		Auto approved by: 910515265	
	Approved	07/06/21	TIFFANY HOLLINS			
	Approved	07/06/21	MARILYN MCMILLAN		Auto approved by: 910514227	
	Approved	07/06/21	RELYA MALLORY		Auto approved by: 910514227	
	Approved	08/27/21	BRENDA RHODES			
	Approved	08/27/21	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	08/27/21	RELYA MALLORY		Auto approved by: 910511034	
	Forward	07/06/21	JOHN PAINE			
	Rejected	08/11/21	SANDRA LEWIS		PER MARY BETH FOR # OF BUTTONS	
	Forward	08/31/21	JOHN PAINE			
	Queued	08/27/21	DONNA MICHELE STANLEY			
	Queued	08/27/21	DONALD ROSE			
	Queued	08/27/21	SANDRA LEWIS			

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000292**

NOT TO EXCEED AMOUNT:

Begin Date:	06/25/2020	Procurement Folder:	1047316
Expiration Date:	06/24/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	06/17/21	Version Number:	2

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Bryan Matthews	Bryan Matthews	Bryan Matthews
334-353-5433	334-353-5433	334-353-5433
bryan.matthews@purchasing.alabama.gov	bryan.matthews@purchasing.alabama.gov	bryan.matthews@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - Traffic Signal Cabinets and Components

Traffic Signal Cabinets and Components, G29-003617

Final

Traffic signal cabinets shall meet the attached specifications. Traffic signal cabinets shall be submitted to the ALDOT Statewide Traffic Signal Shop at 521 Traffic Operations Drive, Montgomery, AL 36110 prior to the bid submission deadline to verify their compliance with the specifications.

Group 1: All lines shall be awarded to one vendor. Group 1 shall be awarded to the lowest qualified bidder for the group. Please see attached for additional specifications.

Group 2: All lines shall be awarded to one vendor. Group 1 shall be awarded to the lowest qualified bidder for the group. Please see attached for additional specifications.

Group 3: Lines in Group 3 shall be awarded individually. List less discount lines shall be awarded individually to the qualified bidder with the greatest discount percentage. Lines for repair labor shall be awarded individually to the lowest qualified bidder.

Group 4: Lines in Group 4 shall be multi-awarded up to three (3) qualified vendors, who bid the lowest percent mark-up.

Do not bid freight. A freight line will be provided for recording and paying for freight services.

Ship To:

Bill To:

REASON FOR MODIFICATION

Renewal and update buyer info

VENDOR INFORMATION

Name /Address:

VC000053133: Temple, Inc.

P. O. Box 2066

Decatur AL 35602-2066

Contact:

Blake Temple
2563533820
Blake.Temple@Temple-Inc.Com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	EA	$7,736.000000	$0.00			$0.00	$0.00

5508126 - CABINETS, TRAFFIC SIGNAL CONTROLLER
Cabinet, Base Mount, NEMA TS2 Type 1
Cabinet, Base Mount, NEMA TS2 Type 1, 16 Channel Output with 16 Channel 8 Position Detector Card Rack and Hookup Panel, Populated for 12 Channels of Output, without Controller or Detector Cards, per provided specifications.

MAKE: Temple TS2-1 Base

MODEL: TF5116AL-BM

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$7,743.000000	$0.00			$0.00	$0.00

5508126 - CABINETS, TRAFFIC SIGNAL CONTROLLER
Cabinet, Pole Mount, NEMA TS2 Type 1
Cabinet, Pole Mount, NEMA TS2 Type 1, 16 Channel Output with 16 Channel 8 Position Detector Card Rack and Hookup Panel, Populated for 12 Channels of Output, without Controller or Detector Cards, per provided specifications.

MAKE: Temple TS2-1 Pole

MODEL: TF5116AL-PM

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		$0.000000	$0.00			$0.00	$0.00

5508855 - PARTS AND ACCESSORIES, TRAFFIC SIGNAL CABINET
Parts and Components Required to Maintain Eagle Equipment
Parts and Components Required to Maintain Eagle Traffic Control Devices

List Less 10% Discount

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	HOUR	$125.000000	$0.00			$0.00	$0.00

5508855 - PARTS AND ACCESSORIES, TRAFFIC SIGNAL CABINET
Labor to Repair Eagle Traffic Control Equipment
Labor, Cost per Hour, to Repair Eagle Traffic Control Devices.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		$0.000000	$0.00			$0.00	$0.00

5508855 - PARTS AND ACCESSORIES, TRAFFIC SIGNAL CABINET
NEMA, Caltrans, and ATC Cabinet Components
NEMA, Caltrans, and ATC Cabinet Components, to include Signal Monitors, Shelf Mount Loop Detectors, Detector Cards, DC Isolator Cards, Load Switches, Switch Packs, Flashers, Cabinet Power Supplies, BIUs, SIUs, and related products

Cost Plus 5% Markup

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		$0.000000	$0.00			$0.00	$0.00

5508855 - PARTS AND ACCESSORIES, TRAFFIC SIGNAL CABINET
Surge Protection Devices
Surge Protection Devices to include Cabinet Suppressor HESCO HE1750 or equal, Load Switch Arrestors HE103C-9 or equal, Loop Detection Surge Arrestors HESCO VLP7 and 9 or equal, Loop Detection Surge Arrestor HESCO HE6LC-6 or equal, and related products

Cost Plus 5% Markup

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0		$0.000000	$0.00			$0.00	$0.00

5508855 - PARTS AND ACCESSORIES, TRAFFIC SIGNAL CABINET
Traffic Cabinet Relays

Final

COMMODITY / SERVICE INFORMATION

Traffic Cabinet Relays to Include Main Contactor Relays Struthers-Dunn 418AXXL-120VAC or equal, Struthers-Dunn 428-AXXL-48VDC or equal, Struthers-Dunn 429-AXXL-48VDC or equal, Flash Transfer Relays Struthers-Dunn 21XBXP-120VAC or equal, 21XBXHL-48VDC or equal, and related products

Cost Plus 5% Markup

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		$0.000000	$0.00			$0.00	$0.00

9628620 - FREIGHT SERVICES
Freight
Freight to be pre-paid by vendor and added to invoice.

Do not enter a price in the unit price for this line item.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:

Purchasing Director

Final

APPROVALS

Date	Status Before	Status After	Approver

Authority:
The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:
This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:
The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:
In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:
Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late

Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:
"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

*******************STANDARD TERMS and CONDITIONS *****************

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)
Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, https://procurement.staars.alabama.gov. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the "Pay Subscription Fee" link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors. (Effective March 1, 2021 Subscriptions will no longer be required.)

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

Communication during Solicitation Process

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Reponses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for rechargeable batteries, charging stations, and lumbar accessories for MFRD MSA breathing apparatus.

General Fund.

Amount of Contract:

$120,124.80

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

ATTACHMENTS:

Description	Type	Upload Date
20210901 Sunbelt Agenda Package POs	Cover Memo	9/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/2/2021 - 3:05 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
13915	2021	(1510) FIRE ADMINISTRATION	RECHARGEABLE BATTERIES, CHARGING STATIONS, AND LUMBAR ACCESSORIES FOR MFRD MSA BREATHING APPARATUS (SEALED BID 5600)	$120,124.80	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011915-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5600 AND YOUR QUOTE			
001	RESCUE EQUIPMENT: HGAC MSA CONVERSION; MSA10148741-SP BATTERY PACK, G1, RECHARGEABLE	280.00 EACH	189.00000	52920.00
	Vendor Item			
	1 1000.30.15.1510.1510.1510.0000.0000.49130.			28164.00
	2 1000.30.15.1510.1522.1510.0000.0000.49130.			24756.00
	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	RESCUE EQUIPMENT HGAC MSA CONVERSION; MSA10158385 KIT, CHARGING STATION, G1	16.00 EACH	675.00000	10800.00
	Vendor Item			

Bill To	Requisition 00011915-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.49130.			10800.00
	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	RESCUE EQUIPMENT HGAC MSA CONVERSION; MSA10149550-SP LUMBAR PAD ASSY, BASIC, G1 Vendor Item	120.00 EACH	465.00000	55800.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			55800.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00011915-00 FY 2021
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910514396 Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
06/02/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
004	RESCUE EQUIPMENT HGAC MSA CONVERSION; MSA10164095 CLIP, LUMBAR ATTACHMENT,G1 RESC Vendor Item	240.00 EACH	2.52000	604.80
	1 1000.30.15.1510.1522.1510.0000.0000.44020.			604.80
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 120124.80

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.49130.	28164.00	881417.30
FIRE ADMINISTRATION EXP	UNCLASSIFIED EXPENDITURES	

Bill To	Requisition 00011915-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/21	198904				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		56404.80	881417.30
FIRE SUPPRESSION DIV EXP	OPERATING SUPPLIES		
1000.30.15.1510.1522.1510.0000.0000.49130.		35556.00	881417.30
FIRE SUPPRESSION DIV EXP	UNCLASSIFIED EXPENDITURES		

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

Activity	Date	Clerk	Comment
Forward	06/03/21	JOHN PAINE	
Forward	06/03/21	JOHN PAINE	
Approved	08/31/21	DONNA MICHELE STANLEY	
Approved	08/31/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/31/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/31/21	DONNA MICHELE STANLEY	Auto approved by: 910514396
Approved	08/31/21	JAMES NEESE JR	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

BID TAB 5600

	EXTREME SAFETY		RITZ		SUNBELT	
	EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
10148741-SP	$362.00	$50,680.00	$354.20	$49,588.00	$189.00	$26,460.00
10158385	$673.13	$10,770.08	$656.00	$10,496.00	$675.00	$10,800.00
10149550-SP	$480.85	$9,617.00	$449.85	$8,997.00	$465.00	$9,300.00
SA10164095	$2.60	$624.00	$2.42	$580.80	$2.52	$604.80
		$71,691.08		$69,661.80		$47,164.80

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: tajb Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/11/2021	5600	FIRE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, August 27, 2021

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.					
	MSA PARTS					
QTY 140-1000	MSA CONVERSION; MSA10148741-SP BATTERY PACK, G1, RECHARGEABLE Make _____ Model _____					
QTY 16-50	MSA10158385 KIT, CHARGING STATION, G1 Make _____ Model _____					
QTY 20-1000	MSA10149550-SP LUMBAR PAD ASSY, BASIC, G1 Make _____ Model _____					
QTY 240-1000	SA10164095 CLIP,LUMBAR ATTACHMENT,G1 RESC Make _____ Model _____					
	ALL ITEMS ARE TO MSA. NO SUBSTITUTIONS ALLOWED.					
	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.

Firm Name _____

Typed Signature _____

By _____

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

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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		EXTENSION	
			Dollars	Cents	Dollars	Cents

Page 2 of 3

Quanties listed are approximations.

Pricing to be firm for a one-year period after award of 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 one-year periods.

City of Mobile Business license is required. See Item 14 on Reverse.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — 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		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.Questions are not to be directed to a department.Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. **THIS BID WILL BE AWARDED ON AN ITEM BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

MOBILE
ALABAMA

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 insure 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:9/7/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for two 2022 Chevrolet Traverse SUVS for motor pool (Clerk and GIS).

General Fund.

Amount of Contract:

$58,223.00

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

ATTACHMENTS:

Description	Type	Upload Date
20210901 UJ Agenda Package POs	Cover Memo	9/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/2/2021 - 3:06 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
12193 & 14986	2021	(F7000) MOTOR POOL	2 2022 CHEVROLET TRAVERSE SUVS (SEALED BID 5595)	$58,223.00	(210000) UJ CHEVROLET CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012193-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/21	210000	06/07/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SMALL SUV AS SPECIFIED: 2022 CHEVROLET TRAVERSE VEHICLE TO BE WHITE IN COLOR AS PER MY BID #5595 AND YOUR QUOTE	1.00 EACH	29111.50000	29111.50

Additional Description Notes

2021 OR NEWER FORD ESCAPE 4 DOOR SMALL SUV. REQUESTED BY DEPARTMENT 1034 MAIL ROOM.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01034 .VEHICLEEXP. . 29111.50

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 29111.50

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

Account	Amount	Remaining Budget
E MP01034 .VEHICLEEXP. .	29111.50	2175.38

Bill To	Requisition 00012193-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/21	210000	06/07/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	29111.50	881417.30

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	09/01/21	JOHN PAINE	GL Allocation changed
Approved	06/07/21	DIANE MCCARTY	
Approved	09/01/21	DIANE MCCARTY	
Approved	06/09/21	JOHN PEAVY	Auto approved by: 910518527
Approved	06/09/21	JAMES DELAPP	
Queued	09/01/21	JOHN PEAVY	.
Queued	09/01/21	JAMES DELAPP	.
Pending		DONNA MICHELE STANLEY	.
Pending		DONALD ROSE	.
Pending		SANDRA LEWIS	.
Pending		JOHN PAINE	.

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014986-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Released Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
MOBILE, AL 36608	MOBILE, AL 36604
Tel#251-633-3321 Fax 251-452-0066	CARTERD@CITYOFMOBILE.ORG
	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/21	210000	07/28/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	MIDSIZE SUV AS SPECIFIED: VENDOER TO PROVIDE 2022 CHEVROLET TRAVERSE COLOR TO BE WHITE AS PER MY BID #5595 AND YOUR QUOTE	1.00 EACH	29111.50000	29111.50

Additional Description Notes

VENBDOR TO PROVIDE 2022CHEVROLET TRAERSE

AS PER MY BID #5595 AND YOUR QUOTE

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP05010 .VEHICLEEXP. . 29111.50

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 29111.50

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

Bill To	Requisition 00014986-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/21	210000	07/28/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price Amount	Net Price Remaining Budget
	Account			
	E MP05010 .VEHICLEEXP. .		29111.50	976.28

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	29111.50	881417.30

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	09/01/21	JOHN PAINE	GL Allocation changed
Approved	08/04/21	DIANE MCCARTY	
Approved	09/01/21	DIANE MCCARTY	
Approved	08/09/21	JOHN PEAVY	Auto approved by: 910518527
Approved	08/09/21	JAMES DELAPP	
Unknown	09/01/21	JOHN PAINE	
Queued	09/01/21	JOHN PEAVY	
Queued	09/01/21	JAMES DELAPP	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID 5595	UJ CHEVROLET	AUTONATION FORD	WATSONVILLE FLEET GROUP	KIG VEHICLE CONCEPTS LLC
SPORTS UTILITY VEHICLE	29,111.50 2022 TRANSVERSE	29,998.00 2022 FORD EXPLORER	34,050.00 2022 FORD EXPLORER	42,000.00 2022 FORD EXPLORER

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: tajb Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/06/2021	5595	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M. Tuesday, August 24, 2021

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 3-6	**SPORTS UTILITY VEHICLE** 2021 Year or Newer Model 2WD Sports Utility Vehicle with equipment options as per the attached and following **MINIMUM** Specifications: Ford Explorer or Equivalent. Make & Model _____ Furnish Literature and Specifications. Vehicle shall be as per the attached specification. Upon award the City will purchase three (3) Ford Explorers. Include Certificate of Title in your Bid price. The City reserves the right to inspect any vehicle bid prior to award. All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered. Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase three (3) Sport Utility Vehicles.

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.

Pricing to be good for current model year bid.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

FORD EXPLORER UTILITY SUV 4 DOOR RWD MIDSIZE UTILITY CLASS SUV

2021 OR NEWER FORD EXPLORER BASE OR EQUAL

2WD MODEL SERIES k7B Order Code:100A

VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121"

WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.

MINIMUM 4 CYLINDER 2.3L ECOBOOST ENGINE

AUTOMATIC TRANSMISSION

DAYTIME RUNNING LIGHTS

REAR VIEW CAMERA MINIMUM GROUND CLEARANCE 7.75"

MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS MAKE: FORD MODEL: EXPLORER

INCLUDING OPTIONS:

16N All Weather Floor Mats

942 Daytime Running Lights (non-configurable)

EXTERIOR COLORS:

YZ Oxford White

INTERIOR TRIM / SEATS:

7N Cloth Sandstone With 60/40 Split Bench and 3rd row Seating

MOBILE
ALABAMA

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 insure 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:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 10:19 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Submitted by:

Shonnda Smith, Senior Director, Mobile Parks & Recreation Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three-year contract for food and liquor concession for the Azalea City Golf Course.

Amount of Contract:

City net $800/mo + 4% Vendor Monthly Gross Revenue > $20,000.

Effective Date of Contract:

10/1/2021

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package Fuse Azalea Golf Concession	Cover Memo	8/17/2021

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Smith, Shonnda	Approved	8/24/2021 - 10:45 AM
Accounting	Daniels, Bettye	Approved	8/31/2021 - 4:19 PM

Legal	Kern, Chris	Approved	9/1/2021 - 9:14 AM
Legal	Kern, Chris	Approved	9/1/2021 - 9:15 AM
Mayors Office	Barber, James	Approved	9/2/2021 - 3:06 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 Fuse Kitchen LLC, for three years, to provide food and beverage concession services for the Azalea City Golf Course, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

AGREEMENT
CONCESSION SERVICES - AZALEA CITY GOLF COURSE
CITY OF MOBILE, ALABAMA

This Agreement made and entered into this _____ day of _____, 2021, by and between the City of Mobile, a municipal corporation (hereinafter called "City"), acting by and through its Mayor and City Council, and Fuse Kitchen LLC (hereinafter called "Vendor");

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

RIGHTS AND DUTIES OF VENDOR

I GENERAL TERMS AND CONDITIONS

This Agreement shall be effective beginning October 1, 2021 and shall continue until September 30, 2024. The period of time from the beginning of the contract to its conclusion shall be called the "Term". During the Term the Vendor shall have the exclusive right to operate a quality food and beverage concession in the concession facility located in the Clubhouse at the Azalea City Golf Course, 1000 Gaillard Drive, Mobile, Alabama. Subject to the provisions stated elsewhere in this Agreement, the Vendor shall have the right and duty to:

a) Use and occupy the facility (the "facility" is defined as the dining area, cooking area, serving area, meeting room, and patio) necessary for its operation during the Term, to include using Vendor's business name for branding of the concession operations.

b) Acquire, prepare, dispense and sell at the facility and on the golf course high quality food, refreshments, snacks, and beverages in an attractive setting for patrons.

c) The Vendor shall be responsible for all minor repairs and maintenance incurred in the normal scope of operations. Such maintenance will include keeping the facility and equipment clean. Vendor shall provide all supplies and equipment necessary for such maintenance.

d) Comply with food and beverage service regulations, to include compliance all Mobile County Health Department inspection requirements and the attainment of inspection scores consistent with those of similar high quality food service establishments.

Vendor shall have no right to perform any services, sell any merchandise, or engage in any business or commercial activity at the Azalea City Golf Course that is not specifically granted under the provisions of this Agreement. **No private functions shall be held in the main dining room on Fridays or Saturdays.** Private functions shall be permitted only with the approval of the City.

II FEES

a) The Vendor shall pay the City Eight Hundred ($800.00) Dollars per month for the term of this Agreement. In addition to said fees, the Vendor shall pay the City an amount equal to four (4%) percent of the Gross Revenues exceeding Twenty Thousand ($20,000.00) Dollars derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected in each and every calendar month of the contract term).

b) The City may elect to refund or credit to Vendor the $800.00 monthly fee for any month for which the City closes the Azalea City Golf Course more than 10 calendar days.

c) During the Term, the Vendor has the duty to pay the fees described in II (a) herein above, not later than the twentieth (20th) day of each month, for that month. Unless such monthly payments are postmarked or received by the City on or before the twentieth (20th) day of each month during the Term, a late fee of Ten ($10.00) Dollars per day shall be added to the amount due to the City. For purposes of these payments, Vendor shall submit payments due the City directly to the Azalea City Golf Course bookkeeper.

d) The Vendor shall have the duty to furnish the City monthly revenue statements, in such form as approved by the City, showing receipts for the preceding month and shall submit them together with its payment by the twentieth (20th) day of each month as required in Item b) above.

e) The Vendor shall have the duty to keep true and accurate records of all its operations under this Agreement, including all receipts and disbursements of all money by it. Records, reporting forms, transaction documentation, and accounting methods shall be in such form and kept in such manner as approved by the Director of Finance of the City of Mobile, and all books, accounts, records, and operations of Vendor shall be open at all reasonable times for inspection and copying by the Finance Director or his/her designated representative.

f) The Vendor shall have the duty to furnish the City of Mobile's Finance Department promptly after close of each year a financial statement of its operations.

g) The Vendor shall have the duty to use its best effort to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Prompt and timely reporting as required by II(c) and II(e) above is of the essence of this Agreement.

h) The director of the Azalea City Golf Course shall serve as the Vendor's point of contact with the City for operational oversight and direction. City and Vendor shall provide each other efficient contact and notice information to include emergency points of contact.

III SALE OF ALCOHOLIC BEVERAGES

The Vendor shall have the duty of obtaining all necessary licenses for the serving of alcoholic beverages and diligently enforce all rules of the ABC Board. Individuals will not be permitted to

bring personal coolers or beverages on the Course. Appropriate signage will be the responsibility of the City. Enforcement will be the responsibility of the Vendor.

IV REMOVAL OF DISORDERLY PERSONS AND TRESPASSERS

The Vendor shall have the duty and authority to request disorderly persons or persons trespassing on the site to remove themselves from the premises.

RIGHTS AND DUTIES OF THE CITY

I REPAIRS AND MAINTENANCE

a) The City will be responsible for securing all major structural repairs to building, equipment, and furnishings.

b) The City will have appliances and equipment cleaned and certified to be in good working rder prior to the Vendor's occupation of the Clubhouse. (**See Exhibit 1, APPLIANCE AND EQU IPMENT INVENTORY)**

c) The City will be responsible for the repairs or replacement of equipment it owns due to normal wear and tear. Vendor will be responsible for repairs or replacement due to misuse or negligence.

d) The Vendor shall not install additional appliances without prior written approval is received from the Executive Director of Public Works and Electrical Departments to assure that the operation of the Clubhouse is not compromised

II DESTRUCTION OF PROPERTIES: ABATEMENT OF PAYMENTS DUE TO CASUALTY

a) The supplies and all merchandise, effects and other property of any kind, nature, and description belonging to the Vendor, which may be on or in the properties during the Term shall be at the sole risk and hazard of the Vendor and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, stream pipes, or other pipes, by theft, or any other cause, said loss or damage is to be charged to or be borne by the Vendor, Provided, however, in the event that such destruction or damage is caused the negligence or misconduct of the City of Mobile or its agents, the City shall reimburse Vendor the costs of repair of such damage or destruction.

b) If the facility is rendered wholly unfit for use by the Vendor by reason of any of the above occurrences not due to the fault or neglect of the Vendor, or if fifty (50%) percent or greater of the area of the facility is damaged or destroyed, the City of Mobile or the Vendor may terminate this Agreement without fault.

III UTILITIES

The City shall be solely responsible for electricity, water, sewer, gas, telephone, television, kitchen exhaust hood, garbage, trash, security and alarm, and internet service at the Grill. The Vendor shall be responsible for all other utilities, to include pest control and grease trap maintenance.

SPECIAL CONDITIONS

I. RATES AND PRICES

a) It is the intent of this Agreement that Vendor charges to patrons shall be comparable to the prices charged by comparable golf courses offering similar facilities and service in the immediate area, such as Quail Creek Golf Club and Spring Hill College Golf Course.

b) Accordingly, the Vendor will initially obtain City concurrence in Vendor's menu and fee pricing. Vendor must submit menu and fee pricing revisions thereafter for City concurrence prior to implementation. Should Vendor desire to amend its schedule of prices such that they are not comparable with comparable golf courses, Vendor shall include documentation justifying the amendment.

c) The Vendor shall keep at all times on public display, the prices, rates, and charges, which are made for the sale of goods and services to the public. No such displays shall be attached to Clubhouse walls

II. DECORATIONS/DISPLAYS

The Vendor shall not attach any decorations and/or displays to the interior walls of the Clubhouse unless approved by City.

III. HOURS OF OPERATIONS

The Vendor will remain open with food and beverage service during the same times as the Pro Shop, subject to inclement and/or cold weather conditions. Hot food is to be available from 7 AM to 2PM, seven days a week.

IV. BEVERAGE CART

It is expected that Vendor will use and operate the beverage cart, to provide beverage service on the golf course to patrons, as a minimum, on weekends unless inclement weather precludes such. Vendor shall remove all supplies after each day of use. City will provide the cart to be used for on-course beverage sales. Vendor will provide coolers and any other necessary supplies.

V. QUALITY OF PERFORMANCE

a) The Vendor agrees that it will operate and manage its contract granted under this Agreement in a professional first-class manner, comparable to other first-class Vendor firms providing similar facilities and services.

b) The Vendor shall employ only competent and orderly employees who will keep themselves neat and clean and who will accord courteous and competent treatment and service to all guests and patrons. Employees are required to wear a uniform golf shirt with the company name and/or logo.

c) The Vendor shall ensure that the kitchen, concession stands, and immediate areas are kept free from debris and in a clean and sanitary condition at all times during the Term when such stands are operative. The Vendor shall have the duty to place accumulated garbage each day immediately following lunch and before closing, in the dumpster provided by the City. Vendor must provide and is financially responsible for regular grease collection and removal. The Vendor shall have the duty to keep the facilities under surveillance for any condition that may be hazardous to the general public and shall take whatever action is required to abate any such hazard or isolate the hazard from the general public.

VI. CONDITIONS AND SURRENDER OF FACILITIES

a) At the end of the Term, the facilities shall be surrendered to the City of Mobile broom-clean and in good order excepting ordinary wear and tear or damage for which the Vendor is not responsible for in this Agreement. If the Vendor does not at once surrender possession of the same, the City may forthwith re-enter and repossess the premises without being guilty of trespassing or of forcible entry and detained without incurring liability to the Vendor for loss or damage to Vendor's property.

b) Personal property of Vendor must be removed from the Clubhouse prior to the expiration of the Term unless otherwise authorized by the City. If any personal property of Vendor is not removed within (30) days of the expiration of the term, such property shall become and remain the property of the City.

VII. TOURNAMENTS

Vendor is expected to work directly with tournament groups in the provision of food and beverage service at standard, reasonable rates. It is understood that some groups may wish to provide their own food and beverage. In such case, the Vendor is privileged to assess a reasonable corkage fee not to exceed $3.00 per golfer for food and non-alcoholic beverages. Due to alcohol liability, all alcoholic beverages will be purchased through the Vendor. This fee will be reviewed annually and may be adjusted by up to 10% maximum. Vendor will enter into a signed, written agreement with the tournament/group representative.

VIII. STANDARD OF SERVICE

Vendor will provide a high quality of customer service to reflect favorably on the Azalea City Golf Course. Vendor and all of its employees and representatives will exercise the utmost care to treat all persons with courtesy and respect, will maintain adequate stock of all sales merchandise and will exercise the highest degree of care in anticipating and fulfilling reasonable

customer demands for consumable items and series. Vendor's performance evaluation will include a rating based on the formal and informal customer input made directly to Golf Course Management.

IX. FORCE MAJEURE

Neither the City nor the Vendor shall be deemed in breach of this Agreement if it is prevented from performing to the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority strikes or labor disputes, riots, rebellion, sabotage, or another similar circumstances not within its reasonable control.

In the case of a "force majeure", as defined herein, destroying or rendering unusable all or a portion of the Clubhouse, the provisions of Clause X, General Conditions, shall control.

GENERAL CONDITIONS

I. INDEMNIFICATION OF THE CITY

Vendor agrees to 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 arising from or in connection with Vendor'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.

II. INSURANCE

a) The Vendor shall procure and keep in effect policies of insurance as specified I this Clause. All policies or certifications shall contain a provision that written notice of cancellation by the insurer shall be delivered to the City at least thirty (30) days prior to the effective date of termination. The Vendor shall main all insurance hereunder with insurance underwriters authorized to do business in the State of Alabama that is satisfactory to the City. If obtainable, all policies shall contain a provision waiving the right of the insurer to subrogation. All policies shall name the Azalea City Golf Course and the City of Mobile as additional insured. The Vendor shall provide satisfactory evidence of insurance upon five (5) days demand notice by the City.

b) The Vendor shall maintain Worker's Compensation Insurance in accordance with the statutory amount required by the State of Alabama.

c) The Vendor shall maintain Comprehensive General Public Liability Insurance for bodily injury or death covering the Vendor properties and activities with the following minimum limits: $500,000 per person and $1,000,000 per occurrence. The policy shall provide endorsements or exclusions removed for property damage liability, personal injury liability, contractual liability, product liability and independent contractor liability.

III. ASSIGNMENTS AND SUBCONTRACTS

The Vendor shall not assign this Agreement in whole or in part, nor subcontract all or any part of the site, without first obtaining the written consent of the City and in that event, the Vendor shall remain primarily liable for the payments herein provided, unless expressly otherwise provided by the written consent by the City. If this agreement is assigned, or if the site or any part thereof is underlet or occupied by anybody other than the Vendor without the consent of the City as hereinabove provided, the City may collect rent from the assignee undertenant, or occupant, and apply the net amount collected to the fee herein reserved, but no such assignment underletting, occupancy or collection shall be deemed a waiver of this Clause, or the acceptance of the assignee, undertenant or occupant as Concessioner, or a release of the Vendor from an of the covenant herein contained.

IV. RIGHT OF ENTRY; INSPECTION BY THE CITY

a) The City and its authorized representatives shall have full right and power to enter the Vendor's facilities for the purpose of inspection, enforcing laws, rules and regulations, as well as for any o other lawful purpose.

b) The City of Mobile or its authorized representatives may at any time and without interfering with the operations being conducted within the Vendor's facilities, enter onto and upon said facilities to examine the condition thereof, and determine whether the Vendor is conducting its operations thereon in compliance with the terms and provisions of this Agreement. This condition is also necessary to provide access for personnel to operate and maintain facility fire protection and electrical equipment located within the facilities.

V. SIGNS

The Vendor shall place no signs or advertisement upon the Azalea City Golf Course Clubhouse or the surrounding grounds without approval by the City, which approval shall not be unreasonably withheld. The City shall have the right to remove any sign that may be erected without such consent.

VI. NONDISCRIMINATION

Vendor 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.

VII. COMPLIANCE WITH LAWS AND AGREEMENTS

a) The Vendor shall keep itself fully informed and promptly comply or cause compliance with all laws, ordinances, rules and regulations in a manner affecting its operation under this Agreement.

b) The Vendor will produce all permits and licenses, pay any charges, license fees, or taxes incident to the operation and give all notices necessary and incident to the lawful and proper execution of its operations hereunder.

VIII. CHANGES IN WRITING ONLY

This Agreement contains the entire agreement of the parties and no change, modification, or waiver in or of the terms, provision, or conditions of the Agreement shall be in any way valid or binding on either of the parties hereto unless the same be in writing and signed by both parties.

IX. NOTICES

a) A written notice to the City hereunder shall, until receipt of written notice otherwise from the City, be addressed to Azalea City Golf Course, City of Mobile, P. O. Box 1827 Mobile, AL, 36633.

b) Written notice to the Vendor hereunder shall, until receipt of written notice otherwise from Vendor, be addressed to: Fuse Kitchen LLC, in care of the Azalea City Golf Course.

c) All notices may be delivered personally to the City in the one case or to the Vendor in charge in the other case or may be deposited in the United States mail, properly addressed, as above provided, and with postage fully prepaid.

X. DEFAULT; EARLY TERMINIATION CREATED HEREBY

a) The City of Mobile has the right to terminate this Agreement and end the Term upon thirty (30) days written notice from the City Council if the Vendor is in breach of any of its duties under this Agreement and fails to cure its breach to the satisfaction of the City Council within such thirty (30) day period.

b) Either party shall have the option of terminating this Agreement and ending the Term in the event of a major casualty as described in Clause II (Rights and Duties of the City) by giving the other party thirty (30) days' notice.

X. NO PARTNERSHIP OR EMPLOYMENT CREATED HEREBY

The City and Vendor agree that no partnership relations between the parties hereto or joint venture as created by this Agreement, and the Vendor is not made an employee of the /city. The Vendor shall be an independent contractor at all times

XI. 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.

XII. 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.

XIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the date indicated above.

Addie Kimbell for Fuse Kitchen 8/6/2021

VENDOR, Fuse Kitchen LLC Date

By Its

Owner

Title

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County }

I, Kristie Weaver, a Notary Public, in and for said County in said State, hereby certify that Addie Kimbell whose name as owner of the Fuse a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of 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 6th day of August, 2021

(Seal) Notary Public

CITY OF MOBILE
A Municipal Corporation Date

By Its Mayor

ATTEST:

City Clerk Date

EXHIBIT 1

COOKING APPLIANCE AND TELEVISION INVENTORY
TO BE PROVIDED BY CITY

Asset #	**Date Purchased**	**Description**
none	1/1/2015	microwave, Black & Decker
none	1/15/2014	6 burner gas stove, double oven, griddle combo, Sunfire
none	7/1/2014	2 basket deep fryer, Pitco
none	7/1/2014	2 basket deep fryer, Pitco
72023	8/31/2007	ice machine Ice-O-Matic 1406FW
72052	8/31/2007	ice storage bin (sits below ice machine) Ice-O-Matic
47680	10/1/1996	stainless steel table 29" x 70"
none	5/20/2019	upright freezer, 15.7 cu ft Maytag
36778	unknown	double door refrigerator, Continental
48757	unknown	single door freezer, True Manufacturing Company
unknown	unknown	single door refrigerator, Frigidaire
38380	unknown	single door refrigerator, True Manufacturing Company
unknown	unknown	chest type freezer with sliding doors on top (beer cooler)
unknown	unknown	chest type freezer with sliding doors on top (beer cooler)
none	12/18/2021	hot food well for steaming
47854	unknown	32" flat screen TV, HP
47856	unknown	37" flat screen TV, HP
47745	unknown	42" flat screen TV, LG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sam Stewart
eNational Insurance Agency 4325 Midmost Dr., Ste C Mobile AL 36609	PHONE (A/C, No, Ext): 251-344-5393 FAX (A/C, No): 251-343-5490 E-MAIL ADDRESS: Info@eNationalInsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FUSE KITCHEN LLC 1000 GAILARD DRIVE MOBILE 36608	INSURER A : MT HAWLEY INSURANCE COMPANY	37974
	INSURER B : SOUTHERN PIONEER PROPERTY & CASUALTY INSURANC	16047
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			TBD0816KI	08/16/2021	08/16/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROPERTY BPP & CONTE	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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	$ $ $
A	PROPERTY BPP & CONTENT			TBD0816KI	08/16/2021	08/16/2022	100,000	
B	LIQUOR LIABILITY			LL00003425	08/16/2021	08/16/2022	100,000 AGG, 100,000 OCC	

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL

CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT PLAZA
MOBILE 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

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LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Azalea City Golf Course
1000 Joe Barbato Drive, Mobile AL 36608
Parcel ID 00512779
4 South Range 2 West Section 15 (4S2W15)

The above described property is ( ) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to Fuse Kitchen, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public City Clerk	Property Owner William S. Stimpson, Mayor — Date
My Commission Expires	Licensee Fuse Kitchen, LLC, Addie L. Kimbell — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

Date

Owner of Property (Signature)

William S. Stimpson, Mayor
Print Name of Property Owner

205 Government St,
Address

Mobile AL 36644
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

8-17-21
Date

Addie L Kimbell
Applicant's Signature

Addie L. Kimbell
Print Name of Applicant

1330 Springhill Ave suite A
Address

Mobile AL 36604
City State Zip

AGENDA ITEM SUMMARY SHEET

Agenda of:9/7/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/2/2021 - 10:47 AM